

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SINK FUND—MORTGAGE BOOK NO. 1, 1874 TO 1884, IN 1884, NO. 1214

This Indenture, Made this 12th day of January in the year of our Lord Nineteen  
Hundred and fourteen between G. B. Patman and M. E. Patman, his wife (being of lawful age) of the  
County of Coffey and State of Kansas, of the first part, and  
Wilder S. Metcalf of Lawrence, Kansas of the second part.

Witnesseth, That the part ies of the first part, in consideration of the sum of \$ 200—  
Two hundred DOLLARS  
to them in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do— grant, bargain sell and convey to the  
said part of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of  
Douglas and State of Kansas, described as follows, to wit:

The East Eleven acres of the Northwest quarter of the Southeast quarter  
of Section Twenty-three (23) in Township Twelve (12) of Range Nineteen (19)  
less one acre out of the Northwest corner thereof owned by School District

Number Fifty-three (53)  
with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ies of the first part do  
hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a  
good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they have good right to sell and convey said  
premises, and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the Sum of \$ 200—  
Two hundred DOLLARS, and interest thereon, according to the terms of one certain

mortgage note and 20 interest notes or coupons, this day executed by the said \_\_\_\_\_ to wit:

Note No. 1, for Two Hundred Dollars, due January 1st 1917—  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_

all dated Jan. 12 1914, payable to Wilder S. Metcalf or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of Lawrence  
Kansas, with interest payable semi-annually on the first day of January and \_\_\_\_\_ in each year, according  
to coupons attached to said note. The part ies of the first part further agree that they will pay all taxes and assessments upon the said  
premises before they shall become delinquent; and they will keep the buildings on said property, insured for \$ \_\_\_\_\_ in some approved  
Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part ies of the first part. But if default  
be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments as provided, or if default be made in the  
agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of  
the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first part  
agree to pay to said second party or his assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal sum, from date  
thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount  
of interest collected shall be and not exceed the legal rate of ten per cent. per annum; but the part ies of the second part may pay any unpaid taxes charged against  
said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent. per annum, in  
any suit for foreclosure of this mortgage; and it shall be lawful for the part ies of the second part, in the manner prescribed by law, appraisement waived or not, at the option of the part ies  
at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waived or not, at the option of the part ies  
of the second part, and out of all the moneys arising from such sale, to retain the amount of such sale, to retain the amount then due, or to become due, according to  
the conditions of this instrument, and interest at ten per cent. per annum, from the time of said default until paid, together with the costs and charges of making such  
sale, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand and seal the day and year first above  
written.

G. B. Patman (SEAL)

M. E. Patman (SEAL)

(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Coffey 13th day of January A. D. 1914, before me, a

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ in and for said County and State, came  
G. B. Patman and M. E. Patman, husband and wife to me personally known to be the same

person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires March 5th 1916 J. M. Osborn  
Notary Public

Filed for Record the 14th day of Jan A. D. 1914 at 220 o'clock P. M.

By Geo. B. Metzger Deputy, Thos. L. Lawrence  
Register of Deeds.

One (checked) is returned on the original instrument.  
This mortgage has been recorded in full, this mortgage is hereby released and the  
same is hereby created discharged. An witness my hand this 12th day of January A. D. 1914.

Recorded June 2nd 1917  
Coffey Notary Public