

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—LAW BOOKS 278 BUREAU CO. LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 13th day of February in the year of our Lord Nineteen
 Hundred and fourteen between Amelia Zimmerman, M.M. Zimmerman, husband
and wife (being of lawful age) of the
 County of Douglas 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 \$ 225
Two hundred twenty-five DOLLARS
 to them in hand paid, the receipt whereof is hereby acknowledged, ha. as sold and by these presents do — grant, bargain sell and convey to the
 said party 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:

Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter of the
Northwest quarter of Section Twenty-nine (29) in Township Twelve (12) of Range Twenty (20)
in addition Seven (7) in North Lawrence in the City of Lawrence, thence East One hundred
thirty-two (132) feet, thence South Three hundred thirty feet, thence West One hundred thirty-
two feet, thence North three hundred thirty feet to the place of beginning containing one
acre.

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 owner s of the premises above granted, and seized of a
 good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they ha. ed 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 \$ 225 —
Two hundred twenty-five DOLLARS, and interest thereon, according to the terms of one certain
 mortgage note and six interest notes or coupons, this day executed by the said parties of the first part
 to wit:

Note No. 1, for <u>Two hundred twenty-five</u>	Dollars, due <u>March 1st</u>	, 19 <u>14</u>
Note No. 2, for	Dollars, due	, 19 <u>14</u>
Note No. 3, for	Dollars, due	, 19 <u>14</u>

all dated Feb'y 13 1914; payable to Wilder S. Metcalf or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of Lawrence,
Kansas or order, at the Lawrence Lawrence
N. Y., with interest payable semi-annually on the first day of March and Sept. in each year, according
 to coupons attached to said note. The parties 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 do
 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 notes, 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, his executors, administrators or assigns,
 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 ha. as hereto set their hand s and seal s the day and year first above
 written.

Amelia Zimmerman (SEAL)
M. P. Zimmerman (SEAL)
 (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, }
 County of Douglas }

BE IT REMEMBERED, That on this 13th day of February A. D. 1914, before me, a
Notary Public in and for said County and State, came Amelia Zimmerman and
M. P. Zimmerman, husband and wife to me personally known to be the same
 person s described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my official seal on the day and year last above written.
 My Commission expires Jan. 23 1916 G. M. Mante
Notary Public

Filed for Record the 13th day of Feb'y A. D. 1914, at 11:20 o'clock P. M.
Geo. C. Metzger Deputy. Floyd L. Lawrence
 Register of Deeds.

Recorded Feb'y 23 1914
Eselle Metcalf
 Asciculate of Deeds
 This note herein described having been paid in full, it is hereby released and the County clerk is authorized to discharge the same on the 15th day of April A. D. 1917.
 The note is to be returned to the party who advanced it, and the County clerk is to be satisfied that it is so returned.

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