

MORTGAGE RECORD No. 40.

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FIRST MORTGAGE—KANSAS BOND AND CO., LEAVENWORTH, KAN., NO. 1204.

This Indenture, Made this 12th day of June in the year of our Lord Nineteen Hundred and fifteen between Frances C. Merrick, a widow

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 y of the first part, in consideration of the sum of \$ 500-

Five hundred DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, he s sold and by these presents do as 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: The Southwest fractional quarter of Section One (1) in Township Twelve (12) of Range Eighteen (18).

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said part y of the first part do as hereby covenant and agree that at the delivery hereof she is the lawful owner — of the premises above granted, and seized of a good and indefeasible estate in inheritance therein, free and clear of all incumbrances, that she has a good right to sell and convey said premises, and that she 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 \$ 500- DOLLARS, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said

party of the first part to wit: Note No. 1, for Five hundred Dollars, due July 1st 1920 Note No. 2, for Five hundred Dollars, due July 1st 1920 Note No. 3, for Five hundred Dollars, due July 1st 1920 all dated June 12 1915, payable to Wilder S. Metcalf, of Lawrence, Kansas or order, at the First National Bank, of New York City

with interest payable semi-annually on the first day of January and July in each year, according to coupons attached to said note. The part y of the first part further agree that she will pay all taxes and assessments upon said premises before they shall become delinquent; and she will keep the buildings on said property insured for \$ in an approved Insurance Company, payable to her or to the mortgagee or assignee, and deliver the policy to the mortgagee as a 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 y 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 payment of said interest, 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 y 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 note, from the 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 y of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in the payment of interest, 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 y 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 provided by law, appraisal waived or not, at the option of the part y 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 y of the first part has hereunto set her hand — and seal — the day and year first above written.

Frances C. Merrick (SEAL)
(SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 14th day of June A. D. 1915, before me, a Notary Public in and for said County and State, came Frances C. Merrick, a widow 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 Nov 17th 1919 Pauline Vreack Notary Public

Filed for Record the 26th day of June A. D. 1915, at 10³⁵ o'clock A. M.

By Geo. L. Metcalf Deputy, Floyd L. Lawrence Register of Deeds.

See Release See Book 54 Page 623

For assignment see Book 54 Page 623