

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - KANSAS INDUSTRY BOND CO. LEATERNORTH KAN. No. 1204

This Indenture, Made this Twentieth day of December in the year of our Lord Nineteen
 Hundred and fifteen between W. L. Kiefer and Martha V. Kiefer, his 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 also of the first part, in consideration of the sum of \$

DOLLARS

Eleven hundred
 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 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 a point north
South line of the Northeast quarter (14) 40th South Street (14) Section One (14) Township Thirteen
(14) of Range Fifteen (14) East (14) rods North of the East line of the highway on the East side of said quarter
Section Thence North Twenty (2) rods, thence East Two (2) rods, thence North Twenty (2) rods, thence
West to the North line of said quarter section, thence South Forty (40) rods North South line of said
East of the North line of said quarter section, thence South Forty (40) rods North South line of said
quarter section thence East to the place of beginning. Containing Four (4) acres more or less.
also Commencing at a point in the South line of section One (14), in Township Thirteen (13)
of Range Fifteen (15) East (15) rods North of the North line of the parcel of land now owned by
W. L. Kiefer and Martha V. Kiefer, his wife, and all the estate, title and interest of the first part therein. And the said parties of the first part do
with the said parties of the second part, and all the estate, title and interest of the first part therein. And the said parties of the first part do
herely covenant and agree that at the delivery hereof they are the lawful owner 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 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 \$ 1100.00
Eleven hundred DOLLARS, and interest thereon, according to the terms of a certain
 mortgage note and with interest notes attached thereto, this day executed by the said W. L. Kiefer and wife

Note No. 1, for _____ Dollars, due _____, 190
 Note No. 2, for _____ Dollars, due _____, 190
 Note No. 3, for _____ Dollars, due _____, 190
 all said _____, payable to Wilder S. Metcalf or order, at the Office of
Wilder S. Metcalf, in Lawrence, Kansas or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City

N-Y., with interest payable semi-annually on the first day of January and July in each year, according
 to coupon 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 \$ 2500.00 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 parties 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 parties
 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 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 party 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 receive for all such payments, with interest at ten per cent. per annum, in
 said property, or insure said property if default be made in keeping up insurance, and may receive 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 party of the second part, they 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 party 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 parties of the first part have hereunto set their hand and seal the day and year first above
 written.

W. L. Kiefer (SEAL)

Martha Kiefer (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 3rd day of January A. D. 1916, before me, aNotary Public in and for said County and State, came W. L. Kiefer and MarthaV. Kiefer, his 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 Jan 23 1916 J. S. G. M. Minter
Notary PublicFiled for Record the 8th day of January A. D. 1916 at 11:15 o'clock A. M.By E. C. Metcalf Deputy. Floyd L. Lawrence Register of Deeds.

For Acknowledgment See Book 52, Page 213
 For Acknowledgment See Book 54, Page 401
 For Acknowledgment See Book 55, Page 169
 For Acknowledgment See Book 57, Page 169