

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—HARL PONDWORTH BOOK CO. LEAVENWORTH, KAN., No. 1941.

This Indenture, Made this 28th day of October in the year of our Lord Nineteen Hundred and sixteen between Hattie F. Preston and J. H. Preston, her husband (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf of the second part.

Witnesseth, That the part in of the first part, in consideration of the sum of \$ 3500. DOLLARS thirty-five hundred in hand paid, the receipt whereof is hereby acknowledged, has 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: The Northeast quarter of Section Eleven (11) in Township Fifteen (15) of Range Eighteen (18)

with the appurtenances and all the estate, title and interest of the said part and of the first part therein. And the said part of 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 \$ 3500. 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 parties of the first part

Note No. 1, for _____ Dollars, due _____
Note No. 2, for _____ Dollars, due _____
Note No. 3, for _____ Dollars, due _____
all due _____, payable to Wilder S. Metcalf, or order, at the office of Wilder S. Metcalf, in Lawrence, Kansas under at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City, with interest payable semi-annually on the first day of May and November in each year, according to the terms of said note. The part of of the first part therein 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 and 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 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 part of 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 of 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 of 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 of of the first part has herunto set their hand and seal the day and year first above written.

Hattie F. Preston (SEAL)
J. H. Preston (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas
BE IT REMEMBERED, That on this 28 day of Oct A. D. 1916, before me, a Notary Public in and for said County and State, came Hattie F. Preston and J. H. Preston, her husband 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 29 1920 L. M. Marter Notary Public

Filed for Record the 28th day of Oct A. D. 1916, at 1:45 o'clock P. M.
By Geo. C. Hazel Deputy. D. Lloyd Lawrence Register of Deeds.

On presenting to the original Indenture and the mortgage herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. As witness my hand this 28th day of October, A. D. 1916.

Copy to Metcalf, Under your
Order to Metcalf, at in such

Recorded March 1st 1917
Capitell & P. H. Thoms
Register of Deeds.

For Acknowledgment by Probate 571 Page 160
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