

MORTGAGE RECORD No. 40.

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FIRST MORTGAGE—LAND SOUTH OF RIVER CO., LEAVENWORTH, KAN., No. 1254

This Indenture, Made this 28th day of November in the year of our Lord Nineteen
Hundred and Sixteen between Mary A. Noland and J. D. Noland, her
husband (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 us of the first part, in consideration of the sum of \$ 500 —
Five 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 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 West half of the South half of Block Fifty-seven (47) in West
Lawrence in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part us of the first part therein. And the said part us 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 \$ 500 —
Five 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 Parties of the first part
to wit:

Note No. 1, for _____ Dollars, due _____
Note No. 2, for _____ Dollars, due _____
Note No. 3, for _____ Dollars, due _____

all dated _____ 1916, payable to Wilder S. Metcalf or order at office of
Wilder S. Metcalf, in Lawrence, Kansas, or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City
or order, with interest payable semi-annually on the first day of June and December in each year, according
to coupons attached to said note. The parties of the first part hereby 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 us 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 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 us 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 party 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 us
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 us of the first part have hereunto set their hand & seal 3 the day and year first above
written.

Mary A. Noland (SEAL)
J. D. Noland (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 28 day of Nov. A. D. 1916, before me, a
Notary Public in and for said County and State, came Mary A. Noland and
J. D. Noland, her husband to me personally known to be the same
persons 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 22 1920 Wm. Metcalf
Notary Public

Filed for Record the 28 day of Nov. A. D. 1916, at 4:20 o'clock P. M.

By E. C. Nitz Deputy. Wm. L. Lawrence
Register of Deeds.

This mortgage is subject to the provisions of the Act of April 20, 1908, in force in this State, and the provisions of the Act of April 20, 1908, in force in this State, and the provisions of the Act of April 20, 1908, in force in this State.

Recorded April 20, 1916
E. C. Nitz
Notary Public

For Assignment See Book 57 Page 233