

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—BANK OF KANSAS—KANSAS CITY, MO., 1914.

This Indenture, Made this seventeenth day of March in the year of our Lord Nineteen
 Hundred and seventeen between George T. Griffith and Estella Griffith
 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 \$ 1800
Eighteen 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 South half of the North East Quarter of Section No. Twenty
in (22), in Township No. Thirteen (13) Range No. Nineteen (19).

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 inalienable 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 \$ 1800
Eighteen hundred DOLLARS, and interest thereon, according to the terms of a certain
 mortgage note and with interest notes or coupons, this day executed by the said parties of the first part
 to wit:

Note No. 1, for _____ Dollars, due _____, 1909
 Note No. 2, for _____ Dollars, due _____, 1909
 Note No. 3, for _____ Dollars, due _____, 1909

all dated 1909, payable to Wilder S. Metcalf, or order, at the office
of Wilder S. Metcalf, at 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 April and October in each year, amounting
to coupons attached to said note. The part ies 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 \$ 500 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 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 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 have hereunto set their hand and seal the day and year first above
 written.

Geo. T. Griffith (SEAL)
Estella Griffith (SEAL)
Wilder S. Metcalf (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
 County of Douglas
 BE IT REMEMBERED, That on this 17th day of March A. D. 1917, before me, a
Notary Public in and for said County and State, came George T. Griffith and
Estella Griffith, 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 1920 C. M. Manter
Notary Public

Filed for Record the 20th day of March A. D. 1917, at 1:25 o'clock P. M.

By Lo. Rene Walton Dep. Reg. Estelle Northrup Register of Deeds.

In consideration of full pay-
 ment of the within mortgage I
 hereby release the same this
 23 day of March 1925

Walter National Bank
 City of Lawrence, Kansas

ATTEST:
Geo. C. Wellman
 Register of Deeds

For assignment See Book 6-7 Page 143-

Recorded March 1925