

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - 1914 FOR DEED BOOK 65, PAGE 133

This Indenture, Made this 18th day of June in the year of our Lord Nineteen
Hundred and Seventeen between C. M. Lowe and Emma F. Lowe, his
wife (being of lawful age) of the
County of Linn and State of Kansas, of the first part, and Wilder S. Metcalf, of Law-
rence, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 550
Eight hundred and fifty 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
and State of Kansas, described as follows, to wit:
Lot Two (2) and Four (4) in Block Forty (40) in West Lawrence,
in the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do
hereby 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
premise, 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 \$ 550
Eight hundred and fifty DOLLARS, and interest thereon, according to the terms of a certain
mortgage note and with interest notes attached hereto, this day executed by the said
parties of the first part.

Wilder S. Metcalf payable to Wilder S. Metcalf, in Lawrence, Kansas
or order, at the IMPORTERS AND TRADERS NATIONAL BANK, in Lawrence, Kansas
with interest payable semi-annually on the first day of January and July in each year, according
to the terms of the mortgage 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 \$ 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 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 part
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 parties 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 parties 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 party
of the second part, and out of all the moneys arising from 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 hands and seals the day and year first above
written.

C. M. Lowe (SEAL)
Emma F. Lowe (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Linn

BE IT REMEMBERED, That on this 18 day of June A. D. 1917, before me, a
Notary Public in and for said County and State, C. M. Lowe and Emma
F. Lowe, husband and wife, to me personally known to be the same
person 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. 19, 1919 [L.S.] C. A. Hiatt
Notary Public

Filed for Record the 22nd day of September A. D. 1917, at 10¹⁵ o'clock A.M.
By L. Rene Walton Deputy. Estelle Northrup Register of Deeds.

For release see Book 62, Page 577

For acknowledgment see Book 65 Page 133