

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—EAST IDAHO TRUST CO., LEAVENWORTH, IOWA, No. 1234.

This Indenture, Made this 12th day of March in the year of our Lord Nineteen
Hundred and eighteen between Hilder S. Metcalf and Alice S. Metcalf,
his wife, (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and Charles P. Metcalf,
of Lawrence, Kansas, of the second part.

Witnesseth, That the part us of the first part, in consideration of the sum of \$5000
Three thousand 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 part 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 north seventy-five (75) feet of the west
thirty-seven and one-half (37 1/2) feet of Oak lot number twelve (12) and the north seventy-five (75) feet of Oak lot
numbered sixteen (16) and sixteen (16) said land being more particularly described as beginning at the north-west corner
of said lot sixteen (16) the north-east on the north line of said lot sixteen (16) Section (36) and twelve (12) one hundred
thirty-seven and one-half (37 1/2) feet thence south parallel with the west line of lot twelve (12) twenty-five (25)
feet thence west parallel with the north line of said lot one hundred thirty-seven and one-half
(37 1/2) feet to the west line of lot sixteen (16) thence north on said line seventy feet to the place of
beginning 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 seised 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 \$ 5000
Three thousand 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

Note No. 1, for _____ Dollars, due _____, 190
Note No. 2, for _____ Dollars, due _____, 190
Note No. 3, for _____ Dollars, due _____, 190
all dated _____ 190, payable to Charles P. Metcalf

or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City
Bank N. Y., with interest payable semi-annually on the first day of April and October in each year, according
to coupons attached to said note. The part us 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 \$5000 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 us
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 us of the second part may pay any unpaid taxes charged against
in 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
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 us 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, appraisal 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 and seal of the day and year first above
written.

Hilder S. Metcalf (SEAL)

Alice S. Metcalf (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KansasCounty of PoplarBE IT REMEMBERED, That on this 23 day of March A. D. 1918, before me, aNotary Public in and for said County and State, came Hilder S. Metcalf andAlice S. Metcalf, his wife to me personally known to be the sameperson 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 1st 1922 B. S. Rankin Notary PublicFiled for Record the 27 day of March A. D. 1918, at 10³⁰ o'clock A. M.By Jenna Flora Deputy. Estelle Northrup Register of Deeds.

The following is endorsed on the original instrument:
For Assignment of this Mortgage see Book 62 Page 631
The note described having been paid in full, this mortgage is hereby released, and the mortgagor is discharged.
As Witness my hand, this 26th day of November, 1923.
Jas. H. Metcalf, Notary Public, State of Kansas.

Recorded Nov. 28 1923
Jas. H. Metcalf