

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE—ALMA DOWDORTH BOOK CO. LEAVENWORTH, KAN., No. 12111

This Indenture, Made this 19<sup>th</sup> day of February in the year of our Lord Nineteen  
 Hundred and Nineteen between Millard Stewart and Bessie Stewart his  
wife (being of lawful age) of the  
 County of Jefferson and State of Kansas, of the first part, and Wilder S. Metcalf, of  
Lawrence, Kansas of the second part.

Witnesseth, That the part 1<sup>st</sup> of the first part, in consideration of the sum of \$ 2000.  
Two 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 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 Southwest quarter of the  
Northwest quarter of Section Twenty-one (21) in Township Thirteen (13) of  
Range Twenty (20)

with the appurtenances and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said part 1<sup>st</sup> 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  
 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 \$ 2000  
Two 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 \_\_\_\_\_  
 Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_  
 Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_

all dated \_\_\_\_\_ two, payable to Wilder S. Metcalf, or order at the office of Wilders  
Metcalf, in 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 March and September in each year, according  
 to coupons attached to said note. The part 1<sup>st</sup> 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 \$ \_\_\_\_\_ 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 1<sup>st</sup> 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 obligated 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 not exceed the legal rate of ten per cent. per annum; but the part 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup>  
 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 1<sup>st</sup> of the first part have hereunto set their hand and seal the day and year first above  
 written.

Millard Stewart (SEAL)

Bessie Stewart (SEAL)

(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of Feb. A. D. 1919, before me, a  
Notary Public in and for said County and State, Millard Stewart & Bessie Stewart his wife  
 person as 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. Marber  
(L.S.) Notary Public

Filed for Record the 19<sup>th</sup> day of February A. D. 1919, at 3<sup>25</sup> o'clock P. M.

By Edith D. Guthrie Register of Deeds.

The following is endorsed on the original instrument:

The note herein described having been paid in full, the mortgage is hereby released  
 and the lien thereby created is hereby extinguished.  
 As witness my hand this 27<sup>th</sup> day of Dec. 1924  
Wilder S. Metcalf

Recorded Dec 29<sup>th</sup> 1924  
W. E. Wellman  
 Register of Deeds

The following is endorsed on the original instrument: