

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE—BANK OF NORTH DAKOTA CO., LEAFY NORTH, N.D., No. 1241.

This Indenture, Made this 27th day of June in the year of our Lord Nineteen  
Hundred and nineteen between Oliver Brush, a widow (being of lawful age) of the

County of Douglas and State of Kansas, of the first part, and  
Wilder E. Metcalf, of Lawrence, Kansas of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of \$1500.

Fifteen hundred DOLLARS

to her in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents do sell 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:

Lot numbers One hundred ninety-eight (198) on Ohio Street in the  
City of Lawrence

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do sell  
hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a  
good and inalienable estate of inheritance therein, free and clear of all incumbrances, that she has good right to sell and convey said  
premises, and that she 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 \$1500.

Fifteen 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 party of the first part

Note No. 1, for 100 Dollars, due 190  
Note No. 2, for 100 Dollars, due 190  
Note No. 3, for 100 Dollars, due 190

all dated 190 payable to Wilder E. Metcalf, or order, at the office of Wilder E. Metcalf, in Lawrence, Kansas, with 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 January and July in each year, according  
to coupons attached to said note. The party of the first part further agrees that she will pay all taxes and assessments upon the said  
premises before they shall become delinquent; and she will keep the buildings on said property, insured for \$1500 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 party 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 agrees  
to pay to said second party or her 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 party 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, her 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 party  
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 party of the first part has hereunto set her hand and seal the day and year first above  
written.

Mrs. Oliver Brush (SEAL)

(SEAL)

(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 27 day of June A. D. 1919 before me, a

Notary Public in and for said County and State, came

person Oliver Brush, a widow to me personally known to be the same  
person Wilder E. Metcalf 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 190 L. M. Mantel  
(L.S.) Notary Public

Filed for Record the 30 day of June A. D. 1919, at 4<sup>25</sup> o'clock P. M.

By Ferne Flora Deputy. Estelle Nordrup Register of Deeds.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby  
released and the lien thereby created discharged.

As witness my hand this 9th day of July A. D. 1919  
Wilder E. Metcalf  
Attest:

Register of Deeds

July 9<sup>th</sup> 1919  
Wilder E. Metcalf  
Notary Public