

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - BANK OF THE NORTH DAKOTA CO., LAURENCE, KAN., No. 1111

This Indenture, Made this 6th day of Sept in the year of our Lord Nineteen
Hundred and nineteen between Norris E. Faringer and Anna J. Faringer
his wife (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and
Hilder S. Metcalf, of Lawrence, Kansas of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 12.00

Twelve 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: Beginning two hundred thirty-three
(233) feet north of a point made by the intersection of the center line of Bank
Street (now Nineteenth Street) produced and the center line of Barnard
Avenue; thence East five hundred thirty (530) feet; thence North eighty (80)
feet; thence west five hundred thirty (530) feet; thence South eighty (80) feet
to the place of beginning, being in the North-east quarter of Section
Six (6) in Township Thirteen (13) of Range Twenty (20)

with the appurtenances and all the estate, title and interest of the said part 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 owners of the premises above granted, and seizes 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 \$ 12.00 Twelve 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

Note No. 1, for Dollars, due 100
Note No. 2, for Dollars, due 100
Note No. 3, for Dollars, due 100
all dated 100, payable to Hilder S. Metcalf, or order, at the office of

Hilder S. 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, commencing
on the date of the first part thereof and 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 \$2,000 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 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 part 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 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, agreement 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 parties of the first part have hereunto set their hand and seal the day and year first above
written.

Norris E. Faringer (SEAL)

Anna J. Faringer (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 6th day of September A. D. 1919, appeared
Notary Public in and for said County and State, James E. Faringer and Anna J. Faringer, husband and wife, to me personally known to be the same
person and him, 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 25 1920 (J.S.) G. M. Mantel
Notary Public

Filed for Record the 6 day of Sept A. D. 1919, at 4:55 o'clock P.M.

By James E. Faringer Deputy. Estelle Marchant Register of Deeds.

The following is a copy of 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 27th day of August A. D. 1927
Hilder S. Metcalf
Attorney

Recorded Sept 1 1919
James E. Faringer
Register of Deeds