

# MORTGAGE RECORD No. 40.

FIRST MORTGAGE—BANK DOLANORTH BOOK CO., LEAVENWORTH, KAN., No. 1214.

This Indenture, Made this 28th day of February in the year of our Lord Nineteen Hundred and twenty between Mary A. Mendenhall, a widow (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 party of the first part, in consideration of the sum of \$ 2000.

Two thousand DOLLARS to her in hand paid, the receipt whereof is hereby acknowledged, he sold and by these presents does 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:

Commencing at a point forty rods north of the Southeast corner of the Northeast quarter of Section Thirty (30) in Township Twelve (12) of Range Twenty (20) thence west twenty rods, thence north forty rods, thence east twenty rods, thence south forty rods to the place of beginning, containing five acres of land, more or less, except a strip thirty feet wide for public street on south, east and north sides of said tract.

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 does 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 indefeasible 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 \$ 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 party of the first part to wit:

Note No. 1, for	Dollars, due	<u>100</u>
Note No. 2, for	Dollars, due	<u>100</u>
Note No. 3, for	Dollars, due	<u>100</u>

all dated 100 payable to Hilder S. Metcalf, order, at the office of Hilder S. Metcalf, in Lawrence, Kansas or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City NY, with interest payable semi-annually on the first day of March and September 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 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 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 said property, or insure said property if default be made in the payment of the 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 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 party of the first part has hereunto set her hand and seal the day and year first above written.

Mary A. Mendenhall (SEAL)  
(SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.  
County of Douglas

BE IT REMEMBERED, That on this 28th day of February A. D. 1920 before me, a Notary Public in and for said County and State, same to me personally known to be the same person 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 1924 1920 E. M. Wenter Notary Public

Filed for Record the 28 day of Feb A. D. 1920 at 4:35 o'clock P. M.  
By Ferns Florad Deputy, Estlin Dorschup Register of Deeds.

The following is endorsed on the original instrument:  
This note is hereby acknowledged, being first paid in full, this mortgage is hereby released and the lien hereby created is discharged.  
As Witness My hand, this 28th day of Feb. 1920  
Hilder S. Metcalf

Recorded April 9th 1920  
Estelle Northrup  
Register of Deeds