

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE—LAWL DODSWORTH BROS CO. LEAVENWORTH, KAN. No. 12944

This Indenture, Made this 24th day of May in the year of our Lord Nineteen  
Hundred and Twenty between H. C. Hill and E. L. Hill, husband and wife  
(being of lawful age) of the  
County of Douglas and State of Kansas, of the first part, and Hillev L. Metcalf of Lawrence  
Kansas of the second part,

Witnesseth, That the part *iv* of the first part, in consideration of the sum of \$ 500.

Five hundred DOLLARS

to them in hand paid, the receipt whereof is hereby acknowledged, has 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 Deuel and State of Kansas, described as follows, to wit: Beginning at the Southeast corner of the Northeast quarter of Section Two (2) in Township Twelve (12) of Range Eighteen (18) thence North 125 feet, thence West 72 1/2 feet to beginning of corner of Section 31, 39, 40 and 41 in the recited portion of the City of Topeka, then part of the place part of the west half of the west half of the Northeast quarter of Section Two (2) in Township Twelve (12) of Range Eighteen (18) being Lots One (1) and two (2) of said Section, and Lot One (1) in Section thirty five (35) in Township Eleven (11) of Range Eighteen (18), Beginning at the Southeast corner of the Northeast quarter of Section Two (2) thence north to said Section line and thence East, thence south easterly down said west 72 1/2 feet to the 8 1/2 feet east of that line of said quarter section, thence South to such line of said quarter Section, thence west under 8 1/2 feet to the place of beginning, containing 33 1/2 acres, more or less, Sec. 18, 19, 40 and 41.

with the appurtenances and all the estate, title and interest of the said parties 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 owner<sup>s</sup> 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 \$522.

This instrument is intended as a mortgage to secure the payment of the sum of Five hundred 00 DOLLARS, and interest thereon, according to the terms of a certain mortgage note and with <sup>attached thereto</sup> 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

Note No. 3, for \_\_\_\_\_ Dollars, to \_\_\_\_\_  
all dated \_\_\_\_\_ 1900, payable to Hilder & Metcalf, order, at the office of Hilder & Metcalf, in Lawrence, Kansas. or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City  
N-14, with interest payable semi-annually on the first day of June and December in each year, according to coupons attached to said notes. 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 \_\_\_\_\_ 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 of the first part. But if default be made in the payment of said principal sum, or any part thereof, at any interest due, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this mortgage shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the mortgagee; 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 party ~~shall~~ 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 \_\_\_\_\_ of the second part may pay any unpaid taxes charged against interest collected shall be and not exceed the legal rate of ten per cent. per annum; 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.

If the said second party, or his assigns, ~~for~~ 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~~ and \_\_\_\_\_, executors, administrators or assigns, any unit for foreclosure of this mortgage; and it shall be lawful for the part \_\_\_\_\_, hereafter, in the manner prescribed by law, appraisement waived or not, at the option of the party, at any time thereafter to sell the mortgage; and he shall be bound to do so, 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 ha — hereunto set their hand and seal the day and year first above written.

*H. C. Hill* \_\_\_\_\_ (SEAL)

E. L. Hill (SEAL)

\_\_\_\_\_  
(SEAL)

### ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 25th day of May A. D. 1907, before me, Notary Public in and for said County and State, came Thos. Hill and E. L. Hill, husband and wife 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 22 1944 (22) 6 M Mante  
Notary Public

Filed for Record the 25 day of May A. D. 1960, at 3<sup>40</sup> o'clock P.M.

By Luna Flora Deputy. Estelle Norchup Register of Deeds.

By James Clark Deputy. Register of Deeds.

The same herein described having been paid in full, this mortgage is hereby released and the said license is hereby discharged. As witness my hand this 21<sup>st</sup> day of August 1922.  
Charles S. Metcalf

Recorded Mar. 22 1923  
Arthur Tansford  
 Register of Deeds  
 Anne Buchanan-Dee.