

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - ALMA, DORA NORTH BANK CO. 1411 FIFTH ST. N.W. WASH. D.C.

This Indenture, Made this first day of December in the year of our Lord NineteenHundred and twenty between John A. Mace and Dora M. Mace, his wife, (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Miller S. Metcalf, of Lawrence, of the second part, Kansas,Witnesseth, That the parties of the first part, in consideration of the sum of \$ 1500 DOLLARSFifteen hundred in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey 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 ofDouglas and State of Kansas, described as follows, to wit: The South half of the Northeast quarter of Section Twelve (12) in Township Fourteen (14) of Range Seventeen (17) and the Southwest fractional quarter of the Northwest fractional quarter of Section Seven (7) in Township Fourteen (14) of Range Eighteen (18)

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 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 \$ 1500 DOLLARS, and interest thereon, according to the terms of a certain mortgage note and with interest notes of which this day executed by the said parties of the first partNote No. 1 for 100 Dollars, due 100 Note No. 2 for 100 Dollars, due 100 Note No. 3 for 100 Dollars, due 100 will date 1924, payable to Miller S. Metcalf, of Lawrence, Kansas at the IMPORTERS AND TRADERS NATIONAL BANK, of New York Citywith interest payable semi-annually on the first day of June and December in each year, according to the terms of said mortgage note. 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 \$ 1000 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 parties 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 parties 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 parties 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 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 hands and seals the day and year first above written.

John A. Mace (SEAL)Dora M. Mace (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 31 day of Dec A. D. 1924 before me,Notary Public in and for said County and State, cameJohn A. Mace and Dora M. Mace, his wife, to me personally known to be the same person as 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 25 1924 190-B. M. Mantel (SEAL)
Notary PublicFiled for Record the 3 day of December A. D. 1924 at 2:20 o'clock P.M.By Gene Flora Deputy.Estelle Marshburn
Register of Deeds.The following is enforced 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 1st day of July A. D. 1924

Attest

E. J. DillmanRecorded July 10 1924
John C. McElman
Register of Deeds.

For Assignment See Book 65 Page 89

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