

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAML. INDOOR NORTH SIDE OF OL. LEAVENWORTH, EAS., No. 1544

This Indenture, Made this 20th day of December in the year of our Lord Nineteen Hundred and twenty between S. B. Petefick and Emma H. Petefick, 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 part of the first part, in consideration of the sum of \$1500. Fifteen 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: The Northwest quarter of the Northwest quarter of Section Seventeen (17) in Township Thirteen (13) of Range Nineteen (19) except that part in which lies both of the center of the Sabana Creek; that part of the Southwest quarter of the Northwest quarter of said Section Seventeen (17) which lies North of the center of the Sabana Creek, also beginning at the Northwest corner of the Northwest quarter of Section Eighteen (18) in Township Thirteen (13) of Range Nineteen (19) thence South 17 1/2 chains thence North 10 1/2 chains thence North to the channel of the Sabana Creek thence along the channel of said creek to a point opposite the mouth of Shunk's Run, thence South 55 1/2 feet 1 1/2 chains thence North 25 1/2 feet 1/2 chains to center of Lawrence and Emporia State Road thence North 40 1/2 feet 1 1/2 chains to section line between Section Seven (7) and Eighteen (18), thence East 17 1/2 chains to the place of beginning, except about two acres, which is the E. 1/2 of Macy's 1/2 Acre Sub. State Oct. 15, 1871 and recorded in Deed Book 221 page 472 and also accepting all that part which lies South of Sabana Creek with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said part 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 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 Fifteen hundred DOLLARS, and interest thereon, according to the terms of a certain mortgage note and with interest notes, copies of which are attached to the 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
all dated 190, payable to Hilder S. Metcalf, or orders, at the office of Hilder S. Metcalf, in Lawrence, Kansas, or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of New York City, with interest payable semi-annually on the first day of June and December in each year, according to coupons attached to said note. The part 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 therefor.

Now, if such payment 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, and default be made in the payment 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 so provided to be paid, for the period of ten days after the same becomes due, the said first part do 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 said property, or insurance, or repairs, or 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, 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

S. B. Petefick (SEAL)
Emma Petefick (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Douglas
BE IT REMEMBERED, That on this 20 day of December A. D. 1920, before me, a Notary Public in and for said County and State, came S. B. Petefick and Emma Petefick, his wife, to me personally known to be the same person 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 1190 C. M. Maister Notary Public.

Filed for Record the 27 day of Dec A. D. 1920 at 2:45 o'clock P.M.
By Fernie Flood Deputy. Estelle Northrup 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 is hereby released.
A. D. 1923
Hilder S. Metcalf

Recorded Dec 13 1923 Seal E. Wellman Register of Deeds

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