

MORTGAGE RECORD No. 40.

173

FIRST MORTGAGE—BANK ENDORSEMENT BANK CO., LEATSWORTH, KAN., No. 1204.

This Indenture, Made this first day of September in the year of our Lord Nineteen Hundred and twenty-one between Charles H. Boughton, an unmarried man (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf of Lawrence, Kansas, of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of \$1500

Fifteen hundred DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, he 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: Lot Sixteen (16), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block Ten (10) in the Hill Place in the City of Lawrence

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 do hereby covenant and agree that at the delivery hereof he 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 he has good right to sell and convey said premises, and that he 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 or coupons, this day executed by the said party 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 Wilder S. Metcalf, or order at the office of Wilder 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, according to coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent; and he 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 party 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 any suit for foreclosure of this mortgage; and it shall be lawful for the party 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 party of the first part has hereunto set his hand and seal the day and year first above written.

Charles H. Boughton (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 1st day of Sept A. D. 1921, before me, a Notary Public in and for said County and State, came Charles H. Boughton, an unmarried man 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.

(S.S.) My Commission expires Jan. 23 1924 400 L. M. Mantel Notary Public

Filed for Record the 2 day of September A. D. 1921, at 9³⁰ o'clock A. M.

By Ferno Florin Deputy. Estelle Norchrip Register of Deeds.

The following is enforced on the original instrument.

The note herein described having been paid in full, said mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 13 day of September 1921

Wilder S. Metcalf Attest:

Recorded Sept 13 1923

Jan E. Wellman Register of Deeds

Joachim signy