

## MORTGAGE RECORD No. 40.

Second FIRST MORTGAGE - 1411 F. MORTGAGE BOOK CO. LEAVER NORTH EAV. No. 1311

This Indenture, Made this 23rd day of September in the year of our Lord Nineteen  
Hundred and twenty-one between George Petty and Ella Petty, his wife (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 part us of the first part, in consideration of the sum of \$ 2000.

Two Thousand 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: Begin thirty-two rods North of  
the Southwest corner of the Southwest Quarter of Section Twenty  
(20) in Township Twelve (12) of Range Twenty (20), thence North  
twenty-eight rods, thence East eighty rods thence South sixty  
rods, thence West forty rods, thence North thirty-two rods,  
thence West forty rods to the place of beginning. Containing  
twenty-two acres more or less.

with the appurtenances and all the estate, title and interest of the said part us of the first part therein. And the said part us 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 will warrant and defend the same against the lawful claims of all persons. (Wilder S. Metcalf)

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 — certain  
mortgage notes and interest notes or coupons, this day executed by the said parties of the first part all dated Sept.

Note No. 1, for — Dollars, due — 1921  
Note No. 2, for — Dollars, due — 1921  
Note No. 3, for — Dollars, due — 1921

all dated — 1921, payable to Wilder S. Metcalf 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 — in each year, according  
to coupons attached to said note. The part us of the first part further agree that — 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 believe the policy to the mortgagee as collateral security thereon.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part us 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  
payment of interest, 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 notes from date  
thereof to the time when the money shall be actually paid, and any payment 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 us 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 part us 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 case.

IN WITNESS WHEREOF, The said part us of the first part have hereunto set their hands and seal, the day and year first above  
written.

Geo. Petty (SEAL)  
Ella Petty (SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,  
County of Douglas ss.  
BE IT REMEMBERED, That on this 24th day of Sept. A. D. 1921 before me, a  
Notary Public in and for said County and State, George Petty and Ella Petty  
his wife to me personally known to be the same  
person, and 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 C. M. Munter  
Notary Public

Filed for Record the 24 day of Sept. A. D. 1921, at 4:45 o'clock P. M.

By Estelle Northrup Deputy.  
Register of Deeds.

For Assignment See Book 65 Page 133.  
For Return See Book 77 Page 377

For Assignment See Book 77 Page 377

This mortgage is hereby  
acknowledged by the  
mortgagee and the  
mortgagor.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby  
released and the title thereto is hereby returned.