

# MORTGAGE RECORD No. 40.

FIRST MORTGAGE—LAW, DOWNWORTH, BOO CO., LEATHEWORTH, KAN., No. 1941.

The following is endorsed on the original instrument:  
This note having specified being loaned in full, this mortgage is hereby released and the same thereby created is hereby released. This 15 day of October 1923. *Wm. J. Murray*  
Witness:  
*Oct. 19 1923*  
*Geo. E. Williams*  
Register of Deeds

This Indenture, Made this 27th day of March in the year of our Lord Nineteen Hundred and twenty-two between Elvie Irene Woods and F. M. Woods her husband (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Hildes & Metcalf of Lawrence of the second part.

Witnesseth, That the part in of the first part, in consideration of the sum of \$ 1300 Thirteen 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: Beginning at the northeast corner of section nine (9) in Township fourteen (14) of Range twenty (20) thence north on section line one hundred and sixty (160) rods to the northeast corner of the southeast quarter of section four (4) in Township fourteen (14) of Range twenty (20) thence west thirty-two (32) rods to right of way of the Southern Kansas Railroad thence south along said boundary to a point due west of a point forty (40) rods south of said northeast corner of section nine (9) thence east six (6) and eighty (80) links to east line of said section nine (9) thence north to the place of beginning containing thirty-nine and no acres more or less

with the appurtenances and all the estate, title and interest of the said part in of the first part therein. And the said part in of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 \$ 1300 Thirteen hundred DOLLARS, and interest thereon, according to the terms of a certain mortgage and with interest notes attached hereto this day executed by the said parties of the first part to wit:

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 <u>Hildes &amp; Metcalf</u> for order at the office of <u>Hildes &amp; Metcalf, in Lawrence, Kansas</u> or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of New York City
with interest payable semi-annually on the first day of <u>April</u> and <u>October</u> in each year, according to coupons attached to said note. The part <u>in</u> of the first part further agree that <u>they</u> 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 \$ <u>      </u> 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 thereon.		

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part in 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 part in 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 in agree to pay to said second party or her 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 in 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 said property, or any suit for foreclosure of this mortgage; and it shall be lawful for the part in of the second part, 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 part in 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 hand s and seal s the day and year first above written.

Elvie Irene Woods (SEAL)  
F. M. Woods (SEAL)  
(SEAL)

ACKNOWLEDGMENT.  
STATE OF Kansas } ss.  
County of Tulare

BE IT REMEMBERED, That on this 3rd day of April A. D. 1923, before me, a Notary Public in and for said County and State, Elvie Irene Woods and F. M. Woods, her husband, to me personally known to be the same person s 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 March 17 1925 (exp.) Alvin Hutchison  
Notary Public

Filed for Record the 8 day of April A. D. 1923, at 5<sup>00</sup> o'clock P.M.  
By Gerne Buckner Deputy. Esther Norchup Register of Deeds.