

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - BANK OF KANSAS, CHICAGO, ILL., No. 1234

This Indenture, Made this 12th day of April in the year of our Lord Nineteen Hundred and twenty-four between John E. Howard and Lona M. Howard 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 parties of the first part, in consideration of the sum of \$ 1000 . One Thousand DOLLARS 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 of Douglas and State of Kansas, described as follows, to wit:

The Southeast quarter of the Southeast quarter of Section Twenty-nine (29) in Township Thirtieth (30) of Range Twenty (20)

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 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 \$ 1000 . One Thousand DOLLARS, and interest thereon, according to the terms of a certain mortgage note and with interest notes attached thereto, 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	, 120
all dated <u>1900</u> , payable to <u>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.</u> , with interest payable semi-annually on the first day of <u>April</u> and <u>October</u> in each year, <u>according to coupons attached to said note</u> . The parties of the first part <u>further agree</u> that <u>they</u> will pay all taxes and assessments upon the said premises before they shall become delinquent; and <u>will keep the buildings on said property, insured for \$</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 <u>thereto</u> .		

Now, if such payments 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, 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 covenanting 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 sum, from date of 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 hand and seal the day and year first above written.

John E. Howard (SEAL)
Lona M. Howard (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas
BE IT REMEMBERED, That on this 12 day of April A. D. 1924, before me, a Notary Public in and for said County and State, John E. Howard and Lona M. Howard, his wife personally known to be the same persons 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.
C. M. Munter
Notary Public
My Commission expires Jan 23 1928

Filed for Record the 12 day of April A. D. 1924, at 3:40 o'clock P. M.
Isa E. Wellman
Deputy, Register of Deeds.

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 3 day of May 1925
Attest:
Isabel P. Hill
Maudie W. Linsman
Marguerite St. Burbanck
Marguerite St. Burbanck

For Assignment See Book 65 Page 172.