

# MORTGAGE RECORD No. 40.

FIRST MORTGAGE - SAYS 1000 DOLLARS - BOVE CO. LEAVENWORTH, KAN. No 1244

This Indenture, Made this 18th day of September in the year of our Lord Nineteen  
Hundred and twenty-five between Zonia B. Russell, a widow  
County of Douglas and State of Kansas, of the first part, and  
Wilder S. Metcalf of the second part,

Witnesseth, That the part y of the first part, in consideration of the sum of \$ 1,000.

One thousand

DOLLARS

to her in hand paid, the receipt whereof is hereby acknowledged, has 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 north thirty-four (34) feet of Lots Twenty-seven (27) and twenty-nine (29) on Pinkney Street and the West one hundred (100) feet of the vacated sixteen (16) foot alley between lots twenty-seven (27) and twenty-nine (29) on Pinkney Street, and one hundred thirty-eight (38) on Indiana Street in the city of Lawrence

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said part of the first part do hereby covenant and agree that at the delivery hereof she is 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 she has a good right to sell and convey said premises, and that she 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 \$ 1,000

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 Party of the first part

Note No. 1, for

Dollars, due

1000

Note No. 2, for

Dollars, due

1000

Note No. 3, for

Dollars, due

1000

all dated 18th day of September, 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 April and October in each year, according to coupons attached to said note. The part y of the first part further agrees that she will pay all taxes and assessments upon the said premises before they shall become delinquent; and she will keep the buildings on said property, insured for \$ 1,000 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 part y 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 become due, the said first part 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 part y 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 y 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 part y 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 part y of the first part has hereunto set her hand and seal the day and year first above written.

Zonia B. Russell

(SEAL)

(SEAL)

(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 18 day of Sept A. D. 1925 before me, a Notary Public in and for said County and State, came Zonia B. Russell a widow 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 hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Jan 23 1928 C. M. Munster

Filed for Record the 18 day of Sept A. D. 1925 at 1 40 o'clock P. M.

Geo. E. Wellman

By \_\_\_\_\_ Deputy.

Register of Deeds.