

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SANDS, DOUGLASS & CO., LEAVENWORTH, KAN., No. 1211.

Ex. No. 3314 This Indenture, Made this 20 day of March in the year of our Lord Nineteen
 For File 6-25 Hundred and Twenty eight between M. J. Skofstad, a widower
 (being of lawful age) of the

County of Douglas and State of Kansas, of the first part, and
Wilder D. Metcalf of Lawrence, Kansas of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of \$ 2500.

Twenty-five hundred DOLLARS
 to him 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:

Block One (1) and Two (2) in Block Twelve (12)
in same 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 does
 hereby covenant and agree that at the delivery hereof he 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 he has a 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 \$ 2500 —
Twenty-five hundred 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 M. J. Skofstad 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 _____, payable to Wilder D. Metcalf
or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of New York City

with, with interest payable semi-annually on the first day of April and October in each year, amounting
to compens attached to said note. The party of the first part further agree that he 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 \$ 2500 — 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
 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 note, from the
 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, in the manner prescribed by law, appraisal waived or not, at the option of the part
 at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal waived or not, at the option of the part
 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.

M. J. Skofstad (SEAL)
 (SEAL)
 (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
 County of Douglas
 BE IT REMEMBERED, That on this 20 day of March A. D. 1928 before me, a
 Notary Public, in and for said County and State, came M. J. Skofstad, a widower
 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.
 L.D. My Commission expires Jan. 23 1932 O. M. Maunter

Filed for Record the 21 day of March A. D. 1928, at 8:35 o'clock A M.

By Geo E. Wellman Deputy, Register of Deeds.

For Assignment
 See Book 75
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The foregoing is endorsed on the original instrument.
 The not. having subscribed his name in said mortgage as being
 released and the same thereby created hereby it is returned to him
 17 November 1930. Frank C. B. Jones

Remade Nov. 8 - 1930.
 Geo E. Wellman
 Register of Deeds.