

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SALT SPRINGVILLE BOOK CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this fifteenth day of August in the year of our Lord Nineteen  
Hundred and Thirty-two between E. C. Zucker, unmarried (being of lawful age) of the  
County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf of  
Laurence, Kansas of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of \$ 500.00  
Five Hundred and no/100 DOLLARS  
to him in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents does 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:

Lot 33 in Lindley's Addition to the City of Laurence in Douglas  
County, Kansas

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 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 \$ 500.00  
Five Hundred and no/100 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  
E. C. Zucker, unmarried

Note No. 1, for	Dollars, due	100
Note No. 2, for	Dollars, due	100
Note No. 3, for	Dollars, due	100
All dated	199	payable to

or order, at the REPORTERS AND TRADERS NATIONAL BANK, of New York City  
with interest payable semi-annually on the first day of March and September in each year, according  
to coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the said  
premises before they become delinquent; and he will keep the buildings on said property, insured for \$ 1500.00 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  
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  
hereof 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, 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 become 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 on the day and year first above  
written.

E. C. Zucker (SEAL)

(SEAL)

(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 16th day of August A. D. 1932, before me,  
Notary Public in and for said County and State, came E. C. Zucker, unmarried  
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. S. My Commission expires December 31 1932 Paul Emick  
Notary Public

Filed for Record the 16 day of Aug. A. D. 1932 at 3:10 o'clock P. M.

By Paul Emick Deputy. Register of Deeds.

The following is endorsed on the original instrument.  
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 18 day of September A.D. 1932.

Attest: M. C. Givill - Justice

By order of said court and commission trust executed by Wilder S. Metcalf November 1st 1934 and recorded  
Nov 28-1934 in Vol 192 Page 369 in the Register of Deeds of the County of Douglas Kansas

Recorded September 12, 1935.

Harold A. D. Book Register of Deeds