

The following is entered 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 23rd day of May A.D. 1913
George W. Metcalf.

Recorded May 27th 1913
Chas. C. Conover
Register of Deeds

In Argument See Vol. 51 - Page 286

granted, and seized of a good and indefeasible estate of inheritance therein; that he has good right to sell and convey said premises, subject, however to a prior mortgage of \$500 Five Hundred Dollars of date Feb 27, 1912 made to Wilder S. Metcalf. This Grant is intended as a mortgage to secure the payment of the sum of \$175 One Hundred seventy five Dollars, according to the terms of one certain mortgage note with coupons attached, this day executed by the said party of the first part, all dated March 25, 1913, payable to Wilder S. Metcalf, or order at the Lawrence National Bank, in Lawrence, Kansas. Now if such payment 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 sums, or any part thereof, or any interest thereon, or if default be made in the payments upon the first mortgage or any agreement therein, 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 notes, from the date thereof to the time when the money shall be actually paid, and any payment 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 may pay the interest coupons past due, and also one year in advance, upon the first mortgage, and may pay for any insurance required under the first mortgage, 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 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. IN Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year first above written.

Witness to mark.: Chas. R. Metcalf
Sinclair Southard
State of Kansas, County of Douglas, ss. Be it Remembered that on this 25th day of March A.D. 1913 before me, a Notary Public in and for said County and State, came Sinclair Southard, 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.
My commission expires Jun 23, 1916. (SEAL) C.M. Manter, Notary Public.
RECORDED MARCH 25, 1913 AT 3:30 P.M.

Floyd L. Lawrence
Register of Deeds.