

State of Iowa, )  
Polk County, ) ss.

On this 8th day of March 1919, before me appeared J. H. Huckleberry and E. G. Davis, to me personally known, who being by me duly sworn, did say that J. H. Huckleberry is Vice President, and E. G. Davis is Secretary of the Southern Surety Company, a corporation of Iowa, and that the seal affixed hereto is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and J. H. Huckleberry and E. G. Davis acknowledged the execution of this instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

My commission expires July 4, 1921..

(L.S.)

L. Vinyard,

Notary Public.

Recorded March 17, 1919, .  
At 1:15 o'clock P.M.

*Estelle Nordrup*  
Register of deeds  
*James Lind*  
Deputy.

# MORTGAGE.

This Indenture, Made this <sup>10th</sup> day of February, in the year of our Lord nineteen hundred and nineteen, between Frank Anderson and.....Anderson his wife (being of lawful age), of the County of Douglas, and State of Kansas, of the first part, and Irving W. Metcalf, of Lawrence, Kansas, of the second part,  
Witnesseth, That the parties of the first part, in consideration of the sum of \$200. Two Hundred Dollars, 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:

- Beginning seven rods east of the Northwest corner of lot Seven (7) in Section Thirty-three (33) in Township Twelve (12) of Range Twenty (20) thence East thirty-three rods, thence South one hundred and two rods more or less, to the Kansas River, thence West along the meandering courses of the said Kansas River thirty-seven rods to a point seven rods east of the West line of said Lot Seven (7) thence North ninety-two rods more or less, to the beginning containing twenty acres more or less.

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; that they have good right to sell and convey said premises, subject however to a prior mortgage of \$700. Seven hundred Dollars balance of date June 25th, 1912 made to Wilder S. Metcalf.

This Grant is intended as a mortgage to secure the payment of the sum of \$200 Two Hundred Dollars, according to the terms of one certain mortgage note this day executed by the said parties of the first part all dated February 10th, 1919, payable to Irving W. Metcalf, or order, at the Importers' and Traders' National Bank, in New York City.

Now, if such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum of 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 parties 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 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Frank Anderson, (Seal)  
Lois Anderson, (Seal)

This mortgage is intended as a mortgage to secure the payment of the sum of \$200 Two Hundred Dollars, according to the terms of one certain mortgage note this day executed by the said parties of the first part all dated February 10th, 1919, payable to Irving W. Metcalf, or order, at the Importers' and Traders' National Bank, in New York City.

Serving W. Metcalf

Recorded - Oct. 18, 1919  
*Estelle Nordrup*  
Register of Deeds