

## MORTGAGE RECORD—59.

The following is endorsed on the original instrument:

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 28 day of Nov. A.D. 1924

James H. Fritzel, Register of Deeds

Recorded Nov. 28 1924  
Paul C. Wickham, Notary Public

For Assignment See Book 65 Page 280.

This Indenture, Made this 17th day of November in the year of our Lord one thousand nine hundred and nineteen  
A. Roy Metcher unmarried  
of \_\_\_\_\_, in the County of Douglas and State of Kansas, of the first part, and  
John Fritzel  
of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Five Thousand and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said part of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: Beginning at the Southeast corner of the Southwest quarter (1/4) of the Southeast quarter (1/4) of Section One (1) Township Thirteen (13), Range Ninety (9), thence West sixty (60) rods; thence North forty (40) rods; thence West eight (8) rods; thence North forty (40) rods; thence East twenty (20) rods; thence South twenty (20) rods; thence East eight (8) rods; thence North twenty (20) rods; thence East thirty eight (38) rods; thence South forty (40) rods to place of beginning, 21 1/2 acres more or less East of 6th C.M.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said A. Roy Metcher do 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, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Five thousand and no/100 DOLLARS according to the terms of one certain promissory note this day executed by said A. Roy Metcher and given as part purchase for said premises to the said part of the second part; said note being given for the sum of Five thousand and no/100 DOLLARS

dated November 17, 1919, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$150.00 each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgage, in the sum of Four thousand fifty and no/100 (\$4050.00) DOLLARS in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, shall, from the payment thereof, be and become an additional lien upon this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part 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 hereby waived or not, at the option of the part of the second part, his executors, administrators or assigns, 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, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of the first part making such sale, on demand, to the said A. Roy Metcher, his heirs and assigns.

In Testimony Whereof, The said part of the first part hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

A. Roy Metcher (SEAL)

STATE OF KANSAS,

Douglas County,

Be it Remembered, That on this 17th day of November A. D. 1919, before me, Frank E. Banker, a Notary Public in and for said County and State, came A. Roy Metcher

to me personally known to be the same person, who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 November 28, 1922 Frank E. Banker, Notary Public

This instrument was filed for record on the 17 day of November A. D. 1919, at 2:15 o'clock P.M.

Estelle Norchup Register of Deeds  
By June Flood Deputy