

## MORTGAGE

This Indenture, Made this 31st day of August, in the year of our Lord nineteen hundred and twenty-three, between Pearl S. Smith and Nora M. Smith his wife (being of lawful age) of the County of - , and State of Montana, of the first part, and WILDER S. METCALF, Of Lawrence, Kansas, of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of \$2500.00 Twenty-five 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:

All that part of the Northwest quarter of Section Six (6) in Township Fourteen (14) of Range Eighteen (18) which lies South and East of the Lawrence and Emporia State Road, 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 free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they 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 terms of a certain mortgage note with interest coupons attached thereto; this day executed by the said parties of the first part payable to WILDER S. METCALF, or order, at the office of Wilder S. Metcalf, in Lawrence, Kansas, with interest payable semi-annually on the first day of March and September in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent; and they will keep the buildings on said property insured for \$ - 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 parties 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 parties agree to pay to said second party of his assigns, interest at the rate of ten per cent. per annum, computed semi-annually, on said principal sum, from date 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, 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, Appraisal waived or not, at the option of the party of the second part, and out of 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, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Pearl S. Smith (Seal)  
Nora M. Smith (Seal)

STATE OF MONTANA ) ss  
COUNTY OF BEAVERHEAD )

BE IT REMEMBERED, That on this 7th day of September A.D. 1923, appeared before me, a Notary Public in and for said County and State, Pearl S. Smith and his wife Nora M. Smith to me personally known to be the same persons 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 April 29, A.D. 1926.

Richard R. Price  
Notary Public  
For the State of Montana residing at  
Dillon, Montana

RECORDED September 15, 1923, /  
At 5 o'clock P.M.

By W. C. Wellman  
Register of Deeds  
By W. C. Wellman  
Deputy

## ASSIGNMENT

For Value received, We hereby sell transfer and assign to -----Henry W. Wulfkuhle----- all our right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by -----Lewis and Katie Lawson----- to -----  
Henry W. Wulfkuhle-----, which mortgage is recorded in -----Book -----56----- of Mortgages, -----  
Page-----110-----, in the office of the Register of Deeds in -----Douglas County,----- Kansas.-----  
In Witness Whereof, -----I have set my hand this 10th day of September, 1923.

Corp. Seal

Merchants Loan & Savings Bank

By-F. C. Whipple -----Cashier.

STATE OF KANSAS )  
COUNTY OF DOUGLAS ) ss.

Be It Remembered, That on this 10th day of September 1923, before me, a Notary Public in and for said County and State, came -----F. C. Whipple-----Cashier----- to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

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 is discharged.

As witness my hand and seal this 15th day of September 1923.

This Release was written on the original Mortgage entered this 15th day of September 1923.

Harold C. B. Reg. of Deeds  
Paul H. Wells Deputy

FRONT

For Assignment See Book 77, Page 555