

MORTGAGE RECORD 75

471

\$227.50

Apr 19, 1929

On the 19 day of October 1928 for value received we promise to pay to Sol Marks or order at Peoples State Bank, Lawrence, Kans Two Hundred twenty seven 50/100 Dollars, for interest due on that day on note of \$2500.00 and if not paid promptly when due to draw ten per cent interest per annum until paid. This note is given in extension of the note of \$7500.00 dated 4-19-24 given by Edward S. Harvey, Maud Harvey, Sherman A. Harvey, and now owned by Sol Marks

S. A. Harvey
Ed. S. Harvey
Maud Harvey

Recorded April 22, 1929 A. D. at 11:50 A. M.

Elmer E. Amstrong

Register of Deeds

FIRST MORTGAGE

THIS INDENTURE, Made this tenth day of April, in the year of our Lord nineteen hundred and twenty nine, between Fred D. Chambers a single man (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Wilder S. Metcalf, of Lawrence, Kansas, of the second part,

WITNESSETH, That the party of the first part, in consideration of the sum of \$250. Two Hundred and Fifty Dollars, to then 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 at a point on the west line of the North East Quarter of Section No. Twenty two (22) Township No. Thirteen (13), Range Twenty (20), Twelve (12) chains North of the South West corner of said Quarter Section thence in a South Easterly direction to a point seven (7) chains East of the South West corner of said Quarter Section thence East one (1) chain, thence North to the Wakarusa Creek, thence up said creek to a point where said creek crosses the West line of said Quarter section, thence South on said West line ten (10) chains to the place of beginning and being thirteen (13) acres of land.

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 indefensible 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 \$250. Two Hundred Fifty Dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto: this day executed by the said Party 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 April and October in each year, the party of the first part agrees that he will pay all taxes and assessments upon said premises before they shall become delinquent; and he will keep the buildings on said property insured for \$500 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 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, Appraisement 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 party of the first part has hereunto set his hand and seal the day and year first above written.

Fred D. Chambers (Seal)

STATE OF KANSAS, COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 22 day of April A. D. 1929 appeared before me, a Notary Public in and for said County and State, Fred D. Chambers, single man to me personally known to be the same person 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.

Legal Seal

My commission expires January 13, 1932

John C. Emick Notary Public

Recorded April 23, 1929 A. D. at 8:00 A. M.

Elmer E. Amstrong

Register of Deeds