

## MORTGAGE

Reg. No. 1187  
 Fee Paid \$6.00

THIS INDENTURE, Made this Fifteenth day of January in the year of our Lord nineteen hundred and Thirty-one between John W. Alexander and Lottie B. Alexander, husband and wife (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 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: The West Sixty Acres of the North Half of the Northwest Quarter of Section Thirty-six (36) Township Thirteen (13) Range Nineteen (19) 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 \$2500.00 Twenty-five Hundred Dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes 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 January and July 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 or his assigns, interest at the rate of ten per cent, per annum, computed semi-annually on said principal note, from the 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 taxes as other costs in the suit.

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

John W. Alexander (Seal)  
 Lottie B. Alexander (Seal)

STATE OF KANSAS,  
 COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 22nd day of January A. D. 1931 appeared before me, a Notary Public in and for said County and State John W. Alexander and Lottie B. Alexander his wife, 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.

Legal Seal

My commission expires Dec. 31, 1932.

Pearl Emick Notary Public

Recorded Feb. 4, A. D. 1931 at 10:50 A. M.

John S. Cunningham Register of Deeds

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 ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 76 Page 42)

KNOW ALL MEN BY THESE PRESENTS, That The J. R. Holmes Investment Company of Lawrence, Douglas County, in the State of Kansas the within-named mortgagee in consideration of five hundred dollars, to it in hand paid the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto W.E. Spalding heirs and assigns, the within mortgage deed the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.  
 IN WITNESS WHEREOF, The said mortgagee has hereunto set its hand this 22 day of Jan'y 1930.

Corp. Seal

The J. R. Holmes Investment Co.  
 By C. B. Holmes Secy-Treas.

Executed in presence of A. U. Evans

The following is endorsed on the original instrument.  
 The same herein described and having been read in full, this mortgage is hereby  
 returned and the fees thereon are hereby paid.  
 As witness my hand this 12 day of February A. D. 1932  
Wilder S. Metcalf  
 Attest:

Recorded this 13 day of Feb.  
 A. D. 1932  
John E. Jones  
Recorder of Deeds

FRONT