## MORTGAGE RECORD No. 40.

FIRST MORTGAGE-SAME DODSWORTH BOOR CO., LE STERSWORTH, EN., No. 1201. This Indenture, Made this \_\_\_\_\_\_ // // \_\_\_\_\_ day of \_\_\_\_\_ Helmeary\_ in the year of our Lord Nineteen between Human, prover and Sucy Mouse pair wild\_ Hundred and Que (being of lawful age) of the and State of Kansas, of the first part, and Swing Mr. Mileal, Druglas County of \_\_\_\_ of the second part. Adawance Kausad Witnesseth, That the part evol the first part, in consideration of the sum of & 2/100. Iwenty our hundred DOLLARS to\_Mury\_in hand paid, the receipt whereof is hereby acknowledged, ha Woold and by these presents do \_\_ grant, bargain sell and convey to the to anterw\_in nano pant, the recent whereof is beien acknowledged, na a vision and of these presents a a grant, angun eer and concept to the side party of the second part, \_\_\_\_\_\_here and assigns forever, the following trace or parcel of land situated in the County of Localed and State of Kanaa, described as follows, to wit; Hul Coult's last quarter of section Inventify sign (24) and Township gravitation (24) of Range Sovenlace (17) with the appurtenances and all the estate, title and interest of the said part it's the first part therein. And the said part is of the first part do hereby covenant and agree that at the delivery hereof \_\_\_\_\_\_ here a a start and a start part the start and agree that at the delivery hereof \_\_\_\_\_\_ here a start a sta good and indefeasible estate of inheritance therein, free and clear of all incumbrances. that \_\_\_\_\_\_\_\_ ha Ne good right to sell and convey said premises, and that Milly 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 \$ 2100 Investig out hundred mortgage note and deve interest notes or coupons, this day executed by the said farties of fire first fart. \_ certain \_\_ to wit: \_ Dollars, due \_ March 1\_ . 1906 Note No. 1, for\_ Twenty our hundred\_ Dollars, due Note No. 2. for . 190 Dollars, due Note No. 3. for \_\_\_ 190/ , payable to\_ trving W. Melcall all dated \_\_\_\_ February\_ 19\_\_\_ or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City N. Y., with interest payable semi-annually on the first day of \_\_\_\_\_ March \_\_\_\_ and \_\_\_\_ September \_\_\_\_ in each year, according to coupons attached to said note . The part *ill* for the first part further agree that <u>little</u> will pay all taxes and assessments upon the said premises before they shall become delinquent; and <u>little</u> will keep the buildings on said property, insured for \$ <u>150</u> in some approved Insurance Company, payable, in case of loss, to the mortgage or assigns, and deliver the policy to the mortgagee as collateral security thereto. Insurance Company, payable, in case of loss, to the mortgage or assigns, and deliver the policy to the mortgage 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 part *Lost* 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 tarse or assessments, as porticled or if default be made in the part there is a set of the payment of said principal sum, or any part thereof, or any interest thereon, or of said tarse or assessments, as porticled or if default be made in the part of the payment of the second part; and in case of paule default of any ann covenance to be paid, for the period of the days after the same become due and payable at the option of street. To pay to said second party or <u>the default of any sum covenance</u> to be paid, for the period of the days after the same become due, the said first part. There to the second part; and in case of paule default of any payments to be paid. For the period of the days after the same become due, the said first part. Safet to pay to said second party or <u>the default of any payments</u> and payments with interest shall be predicted shall be and not exceed the legal rate of ten per cent, per annum, is that the total month said property, or insure said property if default be made in favores, and may revert 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 part of of the second part. It is another to sell the premises bereby granted, or my part thered, in the manon to prescribe by law, appraisement with or not and ending of the second part, and out of all the morest ratios for on state sale, to retain the amount of such default mutual paid. The second part, and out of all the morest ration for more than the law of a such are other and or not at the casts and charges of maxing such sole to be t to be taxed as other costs in the suit. IN WITNESS WHEREOF, The said part 100 fthe first part ha 10 hereunto set\_\_\_\_\_hand 1 and seal 1 the day and year first above writte \_ Herman Kroust (SEAL) Rev. Slaugs 150 Lucy Krouer (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Wagy\_ BE IT REMEMBERED, That on this \_\_\_\_\_ 2.5\_\_\_ Sur atin Molary Public \_\_\_\_\_\_ Kroust, hubband and wife .\_\_ to me personally known to be the same person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. IN WITNESS WIEREOF, I have berennto subscribed my name and affized my official seal on the day and year last above written m.C. Univ. Der- 12" 1902 (1.5.3 My Commission expires \_\_\_\_\_ Holary Mublie A. D. 190/, at\_1/ \_\_\_\_ o'clock\_ U.\_\_\_M. Filed for Record the \_\_\_\_\_\_ day of \_\_\_\_\_\_ Goldoman! a Suderily on the mained instrume ligitar of Durte. ny allis 13. Sofurand Dyny, following a Sent note here described have Lull The hortgage is hereby released and the lies thereby Created discharges lewitness my have This 21 " Day of February 1800. Ater Lety Atterer. for Blad Catherine h. hyrick Regorded Mar 1-1906. now Eathanine M. Patteres All Constrainter of Dende

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