MORTGAGE RECORD No. 40. 36 FIRST\_MORTGAGE-SIML BOATORTH BOOK CO. LEALER BOATH, KAY., NO. JEHL de this 22 day of February \_\_\_\_\_ in the year of our Lord Nineteen \_\_\_\_\_ between William Beine and Eliza I. Beine his wife . This Indenture, Made this 27 hutel (being of lawful age) of the Hundred and four County of Daughar and State of innear, of the fir In ving W. Metculf, Obrolin, Ohio and State of Mansas, of the first part, and \_ of the second part. Le. Wilnesseth, That the part de of the first part, in consideration of the sum of \$ 200 -DOLLARS Eight Hundred to there in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, hargain sell and convey to the said party of the second part, \_\_\_\_\_\_heirs and assigns forever, the following tract or parcel of land situated in the County of Description and State of Kansas, described as follows, to wit: Description and State of Kansas, described as follows, to wit: The Douth half of the North wish question of Dection Thirty three (SJ) in The Douth half of the North wish question (V) Downship Tourteen of Query Cighteen (V) with the appurtenances and all the estate, title and interest of the said part U4 of the first part therein. And the said part U2 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 seited 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 \_\_\_\_\_\_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 S 300. Dollars, due March 19 -- 1908 Note No. 1, for Eight hundred . 190 Dollars, due\_ Note No. 2, for. . 190 Dollars, due. \_ 1904, payable to Ining W. Metcalf Note No. 3, for or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City all dated February 22\_ N. Y., with interest payable semi-annually on the first day of March and Aeft in each year, according to coupons attached to said note . The part (10 of the first part further agree that they premises before they shall become delinquent; and \_\_\_\_\_\_ will keep the buildings on said property, insured for 8\_\_\_\_\_\_ in some approved Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgage e as collateral security thereto. Now, if such payments be made as herein specified, this convergance shall be void, and shall be released upon domand of the part 2240 f the first part. But if default be made in the payment of said principal sum, or any part therefor, or any interest thereon, or of said narrest of mail maters of the mart 2440 f the first part. But if default the part of said principal sum, or any part therefor, or any interest thereon, or of said narrest of mail maters of the analyspheric the analyspheric the default of in-field loss of the factor of the second part; and in cases shall be considered whole of said principal and interest that here and payable at the option for the part 2440 f the first part of the second part; and in cases shall be accurately paid, and schall be paid, for the parts of the parts of the second part may pay musical target of the total anomation the control to the time when the more ysail the control part of the rest of the second part may pay musical target charged again of there at the part of the second part may pay any musical target charged again of the second part may pay any musical target charged again and the part of the mater in the part of of the second part may pay any musical target charged again and the part of the thereafter to sell the premises hereby granted, or any part thered, in the manner presented by law, apprisement waited on at atthe option of the part of the second part, and out of all the mores and it hall be lawful for the part of ones there to relate the amount then dee, or to become daw, according for the second part, and the add it here more than the part of the second part, and the day the second part, and there the second part, and the second part, and the second part, and the Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto, IN WITNESS WHEREOF, The said parters of the first part harv hereunto set Their hands and seals the day and year first above written William Beine (SEAL) Eliza D. Beine (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Douglas 22 d day of febry A. D. 1904, before me, a in and for said County and State, came William Beine and Eliza BE IT REMEMBERED, That on this \_\_\_\_\_ notory Cublic personally known to be the person J described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. IN WITNESS WHEREOF, I have bereunto subscribed my name and affixed my official seal on the day and year last above written. 6, m. manter My Commission expires January 0.3 - 100 8 (d. S.) \_ notory Preblie \_day of\_ February\_ A. D. 100%, at 3 \_\_\_\_ o'clock. Filed for Record the 2.0 d all, armstrong Register of Dieds. J. le, Louman Deputy. owing is Endored on the original herein described having been paier in full this prostgage is hereby released, and the lies thereby created discharged. Recorded new 6 Portiens my hand this 2 day of march 1905. Manuard minutedf. All a musching . Brister of Sector My Groung to Metersfract;