MORTGAGE RECORD No. 40. 19 FIRST\_MORTGAGE-ANN, DODANORTH POLK CO., LEATENN OVER, NO. 1844. in the year of our Lord Ninetren This Indenture, Made this \_\_\_\_\_\_ day of December his \_\_\_\_\_ hay of a contract out Maggie C. Bhanned Hundred and \_\_\_\_\_ hid with and State of Kansas, of the first part, and Wilder S. Metcalf-County of Duglas of the second part. Witnesseth, That the parties of the first part, in consideration of the sum of & /80. to There \_\_\_\_\_\_ in hand paid, the receipt whereof is hereby acknowledged, hay = sold and by these presents do \_\_\_\_\_\_ grant, bargain sell and convey to the heirs and assigns forever, the following tract or parcel of land situated in the County of Naplac and State of Kansas, described as follows, to with west provider of Section Que O in Tranship Touble way of Range Ninetau OD Sping houth of the denor harfes R.R. night of day being Sweety acres word of the with the appurtenances and all the estate, title and interest of the said part iss of the first part therein. And the said part iss of the first part do \_\_\_\_the lawful owner= of the premises above granted, and seized of a hereby covenant and agree that at the delivery hereof they are have good right to sell and convey said good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that \_\_/heg premises, and that the 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 \_\_\_\_\_\_ DOLLARS, and interest thereon, according to the terms of \_\_\_\_\_\_ certain mortgage note and the interest notes or compons, this day excented by the said furthe of the first hart. \_Dollars, due Decension jat to wit: . 190 2 Note No. 1, for Ford hundred , 190 Dollars, due , 190 Note No. 2, for\_\_\_ Dollars, due all dated Descender of 1907, payable to Wilder S Whiteh 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 first part further agree that <u>Ury</u> will pay all taxes and assessments upon the said premires before they shall become delinquent; sol will keep the buildings on said property, insured for \$ In-urance Company, payable, in case of loss, to the mortrager or assigns, and deliver the policy to the mortgagee as collatoral security thereto. Instance Company, payable, in case of lows, to the mortgaged or assigns, and deliver the policy to the mortgaged as collateral security thereto. Now, if each payment is an advantaged of the consequence shall be with an 1 shall be released upon demand of the parts - so the first part. Built default array in the payment of said principal sum, or any part thereof, or any interest thereon, or or said tarss or assessments, as provided, or if -default be made in the second part and in case of said tars of the default of any same shall be come shall be advine, and the whole of said parts of said tarss of the same becomes due the said for the same becomes due, the said for the same becomes due, the said for the same becomes due, the said for the total modes array to the second part and in case of said the default of any sum covenanted to be paid, for the period for adays after the same becomes due, the said for and easy after to the investment the same becomes shall be come at a the track of the period for per anony, compared semi-annually on said principal note, from delay after to the time she the momes shall be called and any payments made on account of interest shall be erabled in the total anong interest to the time she the momes shall be called to due period. (For anony, compared semi-annually on said principal note, from delay after to the time she the momes shall be called to due period. (For anony, compared semi-annually on said) traces charged against the root to the dime she the momes shall be actually paid, and any payments made on account of interest shall be readily and any pay any unpaid taxes charged against and haters collected shall be and not exceed the legal rate of ten per cent, per anony, compared semi-annually on any any inpaid taxes charged against any shift for foredoeure of this mortgage, and it shall be haveful for the part  $\chi'$  of the second part, *mathematical parts of the said taxes* and the part of the default and are appreted by a start of the part of the second part, *mathema* sail projectly, or insure sail projectly if default is mole in keeping up insurance, and may recover for all such payments, with interest at ten per cent, per annual, and any time therefore to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waited or not, at the option of the part i of the second part, detailed by any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waited or not, at the option of the part i of the second part, and ont of all the moneys arising from such sale, to retain the amount for hand the mouth the ndue, or to become then, according the condition of this instrument, and interest at ten per cent. Per annum, from the time of said default unit 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, herenato set \_\_\_\_\_\_\_\_\_ hands- and seal; the day and year first above written. Janied Brian word (SEAL) Marie C. Behannen (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Country BE IT REMEMBERED, That on this \_\_\_\_\_ Hotory Office, to me personally known to be the same Arrons: described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. IN WITNESS WHEREOF, I have bereanto subscribed my name and affived my official seal on the day and year last above written My Commission expires for an and 100 France Cold Re anter . 13 Filed for Record the \_\_\_\_\_\_ day of Clean cleer \_\_\_\_\_ A. D. 190%, at J. oclock \_\_\_\_\_M.