57 MORTGAGE RECORD No. 40. FIRST MORTGAGE-ANL DOLABORTH BOOR CO., LEAVENBORTH EAN., No. 1244. This Indenture, Made this 21 the day of September in the year of our Lard Sinete etcen Walton his wife fames B. Walton and Engabelle and State of Kansas, of the first part, and Wilder S. Metcalf of the County of Druglas ___ of the second part. Witnesseth, That the part / Sof the first part, in consideration of the sum of # Two I housand DOLLARS ARS to there in hand paid, the receipt whereof is hereby acknowledged, ha wesold and by these presents do grant, bargain sell and convey to the 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 ty of Douglas and State of Kanage, described as follows, to wit: Douglas and State of Kanage, described as follows, to wit: The South goal granter Section furity two (32) in Township Thirteen USD Thange Twenty hed 1220) (20) With the appurtenances and all the estate, tivle and interest of the said part / < lof the first part therein. And the said part + of the first part do do thereby covenant and agree that at the delivery hereof they are the lawful owner S of the premises above granted, and seized of a ed 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 ey 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 8 2 000 Two Thousand DOLLARS, and interest thereon, according to the terms of one certain morigage note and ten interest notes or coupons, this day executed by the said Parties of the past fast certain Dollars, due Thueseller 12 to with , 19// Note No. 1, for Two Thousand 911 Dollars, due 90-Note No. 2, for-1904, payable to Wilder S. Meterly 90 Xinte No. 5. for able to _Wilder S. Meterf Gaurenet ______ all dated _ Sefter 24th rk City and November in each year, according Survey & Kanyas or order, at the fait of cording to coupons attached to said note . The part i and the first part further agree that they _____ will pay all taxes and assessments upon the said the said y 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. Hored Insurance Company, payable, in case of loss, to the mortagee or assigns, and deliver the policy to the mortagee as collaperal security thereto. Now, if such payments be made as herein specified, this contegrance shall be void, and shall be released upon demand of the part # 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 tarser of same specified, this contegrance shall be void, and shall be released upon demand of the part # of the first part. But if default be made in the second part and in case of specification, and the whole of said principal sum, or any part thereof, or any interest thereon, or of said tarser of said marks and loss of specification of the default of any part of the whole of said principal and interest shall includely become due and payable at the option of the second part and in case of specification of the default of any payments have on a part of the default of any payments have or each part of the second part and inclused specification in the specification of the second part and note from date of the part of the second part and note shall be target agains, interest at the rate of ten per cet. per anony, computed with markers at the part of the total anoant if interest collected shall be and not exceed the legal rate of ten per cet. per anoany, computed with markers at ten per cent, per anoany, in any station the principal sum (with markers at ten per cent, per anoany, in any station specification per specification with markers at ten per cent, per anoany, in any station and the second part and the specification of the part y of the second part. According to the second part, and to default and it shall be lawful for the part y of the second part. According the marker at ten per cent, per anoany, in any station of the part y of the second part. According the shall be been added and the specification of the part y of the second part. According the target agains in the target agains and the part and the f default in the option of part - <1 rom date l amount l against nnum, in r assigns, e part onling to king such IN WITNESS WHEREOF, The said part (+oof the first part has 2 hereunto set 12.07 hand pand seal & the day and year first above st above James B. Walton ! (SEAL) - In abeth Walton . (SEAL) written. (SEAL) (SEAL) (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Douglas County of Origles II and for sail County and States came I all the county of Bet 1 A. D. 190 G before me, a States of the County and States came I all of the county of ore me, a person Edescribed in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. the same IN WITNESS WHEREOF, I have bereauto subscribed my name and affixed my official seal on the day and year last above written. My Commission expires Jace 2-3 100 8 - C. M. Marler Filed for liceord the 24 day of Cet 1 A. D. 100 (at 2 " o'clock A. M. all, Churchord ; By Elsie & armstrong Deputy. Deeds