59 MORTGAGE RECORD No. 40. FIRST MORTGAGE-448L DODANGETH POOR CO., LEATENBORTH, EAK., NO. 1201. This Indenture, Made this 33 2 day of March in the year of our Lord Nineteen Hundred and Seven bowen Walter to. Marter andower (being of lawful age) of the County of a ouglas ______ sul State of Viansas, of the first part, and ______ Witnes DOLLARS to Juin in hand paid, the receipt whereof is hereby acknowledged, ha 😂 sold and by these presents do < S grant, bargain sell and convey to the said porty of the second part, here heirs and assigns forever, the following tract or parcel of land situated in the County of - Drever Cong and State of Kansas, described as follows, to git: - Ast neuroleer One heundred and forever (154) av New York Streets in the City of Dawrence ndre with the appurtenances and all the estate, title and interest of the said part $\frac{y}{2}$ of the first part therein. And the said part $\frac{y}{2}$ of the first part therein. And the said part $\frac{y}{2}$ of the first part do $c \gg$ hereby covenant and agree that at the delivery hereof $\frac{y}{2}$, $\frac{y}{2}$ the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that $\frac{y}{2}$ by $\frac{y}{2}$ good right to sell and convey said l of a said premises, and that he will warrant and defend the same against the lawful claims of all persons. The cipht hundred This Grant is intended as a Mortgage to secure the payment of the Sum of 8 317 Eight hundred DOLLARS, and interest thereon, according to the terms of JUL certain interest notes or compose this day executed by the said fractly of the first fact seventeen y -100 interest notes or coup ertain Dollars, due March 23 1, 19/2 Note No. 1, for Eight hundred seventeen if Too 190 Dollars, due Note No. 3, for _______ Dollare, due _______ Dollare, due _______, 190 all dated March 23 ______ 1907, payable to Juliette 10. Marlee _______ Converse ce fances _______ or order, at the HTONTERS' AND TRADERS "NATIONAL BANK, of Non Voit City Note No. 2, for City or order, at the IMPONTER'S AND Section 234 and Section 244 an in each year, according to coupons attached to said note . The part y of the there part further agree g that the will pay all taxes and assessments upon the said premises before they shall become delinquent; gind the will keep the buildings on said property, insured for § ______ in some approved ording ie said Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. proved 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 convergence shall be void, and shall be released non-demand of the part Y 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 tarses or assessments, as provided, or if default be made in the parteenent to insure, then this convergence shall become absolute, and the whole of said principal sum in any part thereof, or any interest thereon, or of said tarses or assessments, as provided, or if default be made in the parteenent to insure, then this convergence shall become absolute, and the whole of said principal sum increast shall insufficiently become due and payable at the option of there of to be indices of said principal sum, interest at the rate of ten per cell, the ration may solid principal lose. From date thereof to the innew shen the money shall be actually paid, and any payments made on account of interest shall be credited in said or part targs, no that the total amount of interest collected shall be and not exceed the legal rate of ten per cell, per annum, computed part may pay any majoid targe charged again, said property, or insure said property if default be made in key and the male on the cover for all such payments, with interest at ten per cell, per annum, in said property, or insure said property if default be made in key and the the amount of such sale, to retain the amount the date, or to become a shall be lawful for the part y. of the second part, and out of all the moneys are reliad, to rate part thereof, in the manuer intervented by law, appresiment waiteed on on a tatte option of the part of the south and the moneys are reliaded for the part y. of the second part, and out of all the moneys are reliade, to retain the amount of such sale, to retain the amount then due, or to become due, according of default in the ption of om date amount against num, in assigns, part rding to ng such IN WITNESS WHEREOF, The said part y of the first part ha S hereunto set him t above Weller Ho, Mantee . (SEAL) written SEAL) (SEAL) SEAL) (SEAL) SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Douglas BE IT, REMEMBERED, That on this ______ day of _____ day of ______ A D. 190 thefore me, a ______ buller_____ in and for said County and State, came ______ ducler_____, D. 190 thefore me, a ______ ducler______ in and for said County and State, came ______ ducler______, D. 190 thefore me, a ______ ducler______ in and for said County and State, came ______ ducler______, D. 190 thefore me, a ______ ducler______ in and for said County and State, came ______ ducler______, D. 190 thefore me, a ______ ducler_______ in and for said County and State, came ______ ducler______, D. 190 thefore me, a ______ ducler______ in and for said County and State, came ______ ducler______, D. 190 thefore me, a ______ ducler______ in and for said County and State, came ______ ducler______, D. 190 thefore me, a _______, D. 190 thefore me, a ________, D. 190 thefore me, a _______, D. 190 thefore me, a _______, D. 190 thefore me, a _______, D. 190 thefore me, a ______, D. 190 thefore me, a _______, D. 190 thefore me, a ______, D. 190 thefore me, a _______, D. 190 thefore me, a _______, D. 190 thefore me, a _______, D. 190 thefore me, a ______, D. 190 thefore re me, s person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. he same IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. My Commission expires for. 23 - 100 9 53 C. M. Mariter. Filed for Record the 10 0 day of August - 1. D. 1907, at 50 er_ o'clock . M. Q. W. Constson in Brighter of Deals. By Clice & amstrong, Deputy. Deeds. **0**

f the

ARS

o the

y of

7

lo

09

0