67 MORTGAGE RECORD No. 40. FIRST MORTGAGE-SANE POPISORTE POUR CO., LEAVENBORTE, EAN., NO. 1204. This Indenture, Made this 15-th day of you in the year of our Lord Nincteen ruary eteen John B. Eledie and Sarah Undred and seven between between (being of lawful age) of the of the 0 And State of Kansas, of the figst part, and Wilder S. Metcalf. County of _____ Pone of the second part, Witnesseth, That the part as of the first part, in consideration of the sum of # 6 257 The hundred and twenty five . DOLLARS to them in hand paid, the prepipt whereof is hereby acknowledged, has faod than by these presents do grant, bargain sell and convey to the said garry of the record part, here's and assigns forver, the following tract or parcel of land situated in the County of LARS to the ity of Dorig las and State of Kansas, described as follows, to wit: dob- number One hundred and sige (10%) on The Work Street in the City of Lowcence . with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said part 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 seized of a do 1 ed of a good and indefeasible estate of inheritance therein, free any 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 6 25, My hundred _DOLLARS, and interest thereon, according to the terms of _02 certain mortgage note wes or coupons, this day executed by the said parties of the first bart Internet wit: -Dollars, due February 10 th ,11/3 Note No. 1, for Six hundred & Twenty five 194/ , 190 Dollars, due Note No. 2, for_ 190 Note No. 3, for all dated January 15 ork City Sit, with interest payable minimus all on the time lay of cording the said premises before they shall become delinquent; and they will keep the buildings on said property, insured for \$ 600 in some approved pproved Insurance Company, payable, in case of loss, to the mort age or assigns, and deliver the policy to the mortgagee as collateral security thereto. Insurance Company, payable, in case of loss, to the mortifagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. Now, if such payments he made as herein specified, this convergence shall be rold, and shall be released upon demand of the party-3 of the first part. But if default he made in the payment of sail principal sum, or any part thereof, or any interest thereon, or of sail tarser or assessments, as providel, or if default he made in the second part, and in case of such default be been advected to the paid. for the period of and increase of sail tarser and loss of the default of any part thereof, or any part thereof, or any interest thereon, or of sail tarser or assessments, as providel, or if default he made in the the party of the second part, and in case of said default of any party interest there or any part there of the part of the second part, and in case of sail default of any payments and or any part there of the part of the time when the money shall be actually paid, and any payments made on account of interest shall more parts or said participal and not expected the legal rate of ten per out, per anoun, computed second part, any majoid tarse charged against party of the default of any payments and may recover for all end pay parts in the total amount in said property, or instrest said property if default be made in the part, of the second part, and out of part of the time and part thereaft. In the many any time thereafter to sell the premises hereby granted, or any part thereaft, in the manner to the sain the and on at the part of othe sine shall be assond part, and the default of any part thereaft, or any part thereaft, or the amount of such as other costs in the decease of the sound part, and out of all the more parts all to retain the amount of such as other costs and the one, and thereaft and the sound part, and out of all the more shall be called, or any part thereaft, in the anot of the sound part, and out of all the more shall be called, or any part there if default de in the option of, t part/C G from date al amount ed against annun, in or assigns, he part y cording to king such to be taxed as other costs in the suit. IN WITNESS WHEREOF, The said parts - of the first part have bereanto set Ituin_____ hand 3 and seal Sthe day and year first above irst above John B. Elledge Darah C. Elledge written. _ (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Douglas 18th in and for said County and State, some John B. Clerge and his wife , to me personally known to be the BE IT BENEMBERED, That on this fore me, a Holary Ville Elledge his wife . thperson pleseribed in, and who executed the ffe-going mortgage, and duly acknowledged the execution thereof. the same IN WITNESS WHEREOF, I have bereunto subscribed my name and affixed my official seal on the day and year last above written Jan, 23 100 Th C. 711, Manter My Commission expires_ (Lus) A. D. 190 7, at 10 - o'clock Q_M. Filed for Record the ______ day of _____ gan. all armstrong Register of Deeds. 14 Clair &. armstrong Deputy. f Deeds.

190