MORTGAGE RECORD No. 40. 72 FIRST MORTGAGE-SINE POTSTORTS TOOL CO. LENETHORTS, KAN This Indenture, Made this mith day of Settender in the year of our Lord Nineteen Indred and Sever between Martlen C. M. Collum and C. A MCalust fur turstand; (being of lawful age) of the and State of Kansas, of the first part, and Under S. Hitcalf , of the second part, & County of Douglas Witnesseth, That the part is of the first part, in consideration of the sum of \$ 530, Eight Audrel and Fifty DOLLARS in hand paid, the receipt whereof is hereby acknowledged, ha -sold and by these presents do - grant, bargain sell and convey to the heirs and assigns forever, the following tract or parcel of land situates in the County of 10____ said party of the second part, Douglas and State of Kansas, described as follows, to wit: Begrithing at the Helle west source Alle South west greater of Section Thirty - a all in Tranship Twelve (2) P Range Shinilen UP funce South This all in Tranship Twelve (2) P Range Shinilen UP funce South This and too chains have cart office chains there north mile and toos chains the west film chains to the place of ligning containing 11 the and soning and west film chains to the place of ligning containing 11 the and soning and westing the therefore a ship along the west and worth finder of and topet twitty flat in width fra pitchie sone with the appurtenances and all the estate, title and interest of the said part cee of the first part therein. And the said part cer of the first part do hereby covenant and agree that at the delivery hereof they are, the lawful owner, s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. that Jury premises, and that they will warrant and defend the same against the lawful claims of all persons. DOLLARS, and interest thereon, according to the terms of orce certain morigage note and Zero interest notes or coupons, this day executed by the said piflyportes of the first part Note No. 1, for Cyte handeled and fifty - Dollars, due Sept. 102-1908 . 190 . 190 Note No. 2, for Dollars, due Note No. 3, for_ ___ 190 ; payable to ____ all dated to coupons attached to said note . The parties of the first part further agree that lary will pay all taxes and assessments upon the said premises before they shall become delinquent; and they 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 mortgagee as collateral security thereto. Insurance Company, payable, in case of loss, to the morfgagee or assigns, and deliver the policy to the morfgagee as collateral security thereto. Now, if such payments be made as herein specified, this conceptness hall be vold, and shall be released upon demand of the part...soft the first part. But if default now, if such payment of such prime payable in the morfgage or assigns, interest thereon, or of suid tarse or allow of the fault be made in the second part, and in case of sich default of any sum corrented to be paid, for the period for days after the same become due, and payable at the option of the party of the second part, and in case of sich default of any sum corrented to be paid, for the period for days after the same become due, and payable at the option of the party of the second part, and in case of sich default of any sum corrented to be paid, for the period for days after the same become due, the said first part. do the party of the second part, and in case of sich default of any sum corrented to be paid, for the period for days after the same become due, the said first part. do there are to pay to suid second part, and in case of sich any same in the said on content of interest shall be credited in said computation, so that the total amount thereof to be time when the momer shall be actually paid, and any payments made on account of interest shall be areal and the total amount said property, or insure shill be made not exceed the legal rate of ten per cent, per annum; but the part of the second part may pay any majorit karse charged against said property, or insure shill protected the legal rate of ten per cent, per annum; but the payments, with interest at ten per cent, per annum, in said property, or insure shill protected the legal rate of ten per cent, per annum; but the part do the second part, do the second part may pay any any shill karse charged against mer and to foreclosure of this moritance; ano it shall be haveful for the part y of the second part, dot dot dot dot dot dot said property, or insure said property if default be made in keeping up insurance, and may recover/or all such payments, with interest at ten per cent. per annum, in any anit for forceloure of this mortgamer, and it shall be lawful for the part \neq of the second part. at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, approxement waired or not, at the option of the part of the second part, and out of all the mores arising from such sele, to retain the amount of said default until puid, together with the costs and charges of making such able, to be tared as other costs in the aut. to be taken as other costs in the suit. IN WITNESS WHEREOF, The said parties of the first part have hereinto set They hand Sand seal A the day and year first above Matha C. M Collerse , (SEAL) written. (SEAL) C. a. M. Collans. (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, \$ 88. County of Nouglas in and for said County and State, same gilostles C. mcCollum BE IT REMEMBERED, That on this Wolary Calle in and for said County and State, can and Call M Collarn her historical to me personally known to be the same person Sudescribed in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. Determined in, and who executes the foregoing nongage, and they account of the seal on the day and year last above written. 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 and 1 23 190 Commission expires for a subscription of the seal of ellic. Filed for Record the _____ By Elsic & Uninstruct months fellease - or conded apt 15 1910 The fallowing a endored having here paid in full this most Hoyd A Saurence Philesports herein described having here paid in full this most Register preeds gigers lively released and the lin chereby greated discharged as Weitness my hand this 27th day of August 1910 all Mithies of Methics of the Saure and the price of the Bar M. M. Methed for the fact