MORTGAGE RECORD No. 40. FIRST\_MORTGAGE-AND DODENOSTI BODE CO., LRAYESNORTH, EAN., No. 12044. This Indenture, Made this fifth day of September in the year of our Lord Nineteen Handred and unen between F. M.M. Ginzie and --- Millingie his wife (being of lawful sge) of the County of Doughas and State of Kansas, of the first part, and String U, Metcall of O lurlin , Ohio , of the scool part of the second part, Witnesseth, That the part, is of the first part, in consideration of the sum of \$ 125. DOLLARS One hundred and twenty five to Litern in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey to the to liter in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargin sell and convey to the said party of the second part, has here is and assigns forever, the following tract or parcel of land situated in the County of Drug Cas and State of Kansa, described as follows, to with grant and grant of the built is the fore of the built west grant as grant a grant of the built west grant of the built west grant as grant and grant of the built west grant as grant as grant a grant of the built west grant as grant and the part of the built west grant as grant and the part of the built west grant as grant and the part of the built west grant and the part of the built and t nty of nl with the appurtenances and all the estate, title and interest of the said part wo of the first part therein. And the said part of the first part do hereby covenant and agree that at the delivery hereof ling and the lawful owner 2.0f the premises above granted, and seized of a ed of a have good right to sell and convey said good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they ey said premises, and that they will warrant and defend the same against the lawful claims of all persons. This Great is intended as a Mortgage to secure the payment of the Sum of 8 125 - One fundred rd\_ DOLLARS, and interest thereon, according to the terms of mee certain twenty five certain morigage note and one interest notes or coupons, this day executed by the said \_ parties of the wist parts . Solo No. 1, for One twindred and twenty files \_ Do to wit: Dollars, due Sutt. 12 -, 1908 1908 , 190 \_\_\_ Dollars, due \_\_\_\_ Note No. 2, for\_\_\_\_ 1907, payable to Ining W. Milcalf , Note No. 3, for\_ all dated Selt, 5 or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City IL City N. Y., with interest payable send annually on the first day of \_\_\_\_\_\_\_\_ in each year, according to coupons attached to said note . The part of the first part further agree that \_\_\_\_\_\_\_ will pay all taxes and assessments upon the said cording the said Insurance Company, payable, in case of loss, to the mortgages or assigns, and deliver the policy to the mortgages as collateral scentity thereto... ppiored Insurance Company, payable, in second face, to the margages or a signs, and deliver the policy to the margages as collateral security thereto. Now, if such payments be unde as herein specified, this conveyance shall be viol, and shall be released upon demand of the part *etch* the first part. But if *d* fault arrowned to the payments of said principal sum, or any part thereof, or any interest thereon, or of said tarses or assessments, as provided, *call brinnink-maskala*. In the arrowned to the second part; and in case of said principal and interest thereon, or of said tarses or assessments, as provided, *call brinnink-maskala*. In this the party of the second part; and in case of said principal and interest thereon or of said tarses or a second part indicates the said of the part of the period of the dynamic design and interest and the whole of said principal and interest shall be come dean and payable at the option of the party of the second part; and in case of said principal mode of said principal and interest and the said of the second part is and the second part in the second part is and any payments made on account of interest ball be credited in said computation, so that the total amount if interest collected shall be and not exceed the legal rate of ten per cent, per annum; but the part - of the second part may any major tarse charges against said property, estimate the morgage and it shall be lawful for the part - of the second part. More any case of rest and the institution or a saigns, in the more, and part thereof, in the manon prescribe by law, appraisement white instants or a saigns at any time thereafter to sell the preserve granted, or any part thereof, in the manon prescribe by law, appraisement white instants or a saigns of the second part, and out of all the mores rating from sance sales, to retain the amount of onch and the amount then due, or to become due, according and the conditions of this instrument, and interest at ten per cent, per annum, from the time of said default null if default de in the option of t part aco from date al amount ed against annum, in or assigns, he part cording to king such to be taxed as other costs in the suit. IN WITNESS WHEREOF, The said particult the first part have bereanto set their hand Sand seal Bibe day and year first above irst above 2. M. Merengice (SEAL) anna 03, Merengice (SEAL) written. (SEAL) (SEAL) (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, . 88. County of Shownel day of Sept. \_A. D. 190 , before me, a 9 -BE IT REMEMBERED, That on this F. M. M. Kenzie and Course B. M. Renzie Lis to me personally known to be the same fore me, a umthe same person-described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. IN WITNESS WHEREOF, I have bereunto subscribed my name and affixed my official seal on the day and year last above written. albert Huge , Helary Public , My Commission expires \_22 Cay \_27 1990 Filed for Record the 11 day of Sefit i A. D. 1007, at 210 o'clock P M. all amstrong ! By Clair & Convertions \_ Deputy. hf Deels. e mosted\_

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