MORTGAGE RECORD No. 40. 86 FIRST_MORTGAGE-SINL DODANORTH & This Indenture, Made this first day of Suffernier in the year of our Logal Nineteen This lindenture, Made this first day of Sufferniers and C. Isternington Ind and wight, between Jacob S. Herrington and C. Isternington Hundred and eight County of Delglas and Sigte of Kansas, of the first part, and ______ of the second part. Witnesseth, That the partice of the first part, in consideration of the sum of \$ 500 00 Five Mundred to Zheer in hand paid, the receipt whereof is hereby acknowledged, ha 0% sold and by these presents do grant, bargain sell and convey to the said pargs of the second part, how heirs and assigns forever, the following tract or parcel of land situated in the Countr of glos and State of Kansas, described as follows, to will we all est thirty (30) feet Lot Eglily sig (30) feet said party of the second part, dad cyly from (84) in Block I-fly from (54) m Prickney in the City of Rawsence Douglas County, Marrans. with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said part is done of the premises above granted, and seized of the premises above granted and seized of the premise the lawful owner of the premises above granted, and seized of a 261 good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they have good right to sell and convey 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 \$ 5700 °C. Time Hundred 1 DOLLARS, and interest thereon, according to the terms of out certain DUILATE, and interest notes or porport, this day exceeded by the said articles of file gives ported Note No. 1, for Twe hundred Note No. 2, for Work No. 3, for this Dollars, due Deptember fist, 1909 full. Dollars, due 8 Dollars, due day o. 1008, payable to Wilder S. Heterly a Waster No. 3, for or order, at the INPORTERS' AND TRADERS' NATIONAL BANK, of New York City 2.7, with interest payable semi-annually on the first day of *March* and *September* in cach year, according to coupons attached to said note . The part 120 of the first part further agree that *Hary* will pay all taxes and assessments upon the said premises before they shall become delinquent; and *Hary* will keep the buildings on shall property, insured for \$ 5700 ° in some approved 18 heving created In summer Company, payable, in case of loss, to the mortgage or assigns, and deliver the policy to the mortgage as collateral security thereto. Now, if each payments be made as herein specific, this conveyance shall be void, and shall be released upon demand of the part deviat the first part. Built default makes the part of a said principal sum, or any part thereof, or any interest thereon, or of said tarts or assigns, saments as provided, or if default be made in the part deviat the make in the option of said principal sum, or any part thereof, or any interest thereon, or of said tarts or assigned, and interest there and in case of a sub default be made as the second part. and in case of a sub default of any sum conventied to be puid. for the period of the days after the same becomes due, the said first part 200 material second parts and in case of such default of any sum conventied to be puid. for the period of the days after the same becomes due, the said first part 200 material time when the nonzy shall be cartually gaid, and any payments made on account of interest shall mediately become due and puyable at the ford fare of the second part in any pay any unpuid taxe charged again of interest obleted shall be and not taxed the logal rate of the period part. If a second part may pay any unpuid taxe charged agains and role true, in insure said principal, and it shall be lawful for the part of the second part. If also, and main is and the part of the period part. If also, in the main due, to become due, corollard agreement to release of their annotation and the part and part therein from such as the part and part the same the second part. The amount is the period part in the amount is the part of the interval part. If also, in the amount is the part of the second part. If also, in and not of all the more satisfies from such as a pay part thered, in the amount of the here and the could be accound by a such default the made in keeping up instrates. The amount is the dease of the sate of the amount of the a Honsurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. lescribed ien thereby his C. J. Hermiston. _ (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, 1.88. County of Douglas day of September A. D. 1905, before me, a BE IT REMEMBERED, That on this Third Mary Public in and for said County and State, enme Jocet Remarker & Contractor with and to same person 25 described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. IN WITNESS WHEREOF, I have bereanto subscribed my name and affixed my official seal on the day and year last above written. Joseph & Riggs . Heavy Public . My Commission expires Mel. 29 Filed for Record the 3rd day of Supt, A. D. 1907, at 2 0 o'clock . M. Cell. Courshory Register of Decla. By Die O. Constrong, mynug.