97 MORTGAGE RECORD No. 40. FIRST MORTGAGE-MANL DODAWORTH BOOK CO., LEAVESWORTH, EAN., NO. 12944. This Indenture, Made this 26 th day of July in the year of our Lord Hundred and mine between Frank W. Euler and gertrude in the year of our Lord Ninetcen linetcen \_\_\_ (being of lawful age ) of the e) of the mis wife -Siler, his a County of Douglas and State of Kansas, of the first part, and \_ Wilder S. metcalf of Lawrence Hansas of the second part. rt. Witnesseth, That the parties of the first part, in consideration of the sum of \$ \_ + 20 DOLLARS DLLARS Four hundred to Jhurn \_ in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do \_ grant, bargain sell and convey to the ey to the said party of the second part, Jus heirs and assigns frever, the following tract or parcel of land situated in the County of ounty of and State of Kansas, described as follows, to wit: Duglas ahio Lots number Six (6) and Seven (7) in Block number Twenty-two (22) and Lots number Six (6) and Seven (7) in Block number Twenty-three (23) in University Place armer in the northeast quarter of Section One (1) in Township Thirtien (13) of Range Vinitien (19) with the appurtenances and all the estate, title and interest of the said part as of the first part therein. And the said part as of the first part do art dois hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and char of all incumbrances. that they have good right to sell and convey said eized of a onvey said premises, and that thing 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 S +00 -\_DOLLARS, and interest thereon, according to the terms of \_\_\_\_\_\_ certain Four sundred \_\_\_\_ certain morigage note and ten interest notes or coupons, this day executed by the said parties of the first part Note No. 1, for 2 our hundred Dollars to wit: vit: Dollars, the Cugust 12 1914, the , <u>190</u> , 190 , 190 Dollars, due\_ Note No. 2, for. Note No. 3, for\_ all dated Guly 26 Kansa and angust in each year, according to coupons attached to said note . The partitud of the first part further agree that they will pay all taxes and assessments upon the said , according in full, on the said premises before they shall become delinquent; and thury will keep the buildings on said property, insured for \$ 400 in some approved à Insurance Company, payable, in case of loss, to the mortragee or assigns, and deliver the policy to the mortgagee as collateral security thereto. e approved Insurance Company, payable, in case of loss, to the mortuggee or assigns, and deliver the policy to the mortuggee as collateral security thereto. Now, if such payments be made as herein specified, this conregance shall be void, and shall be released upon demand of the partic\_1 of the first part. Built default the made in the streement to insure, then this conversance shall become sholl no more there thereton, or of said tarss or a consensuits, as provided, or if default the made in the streement to insure, then this conversance shall become sholl be and the whole of a skip first part and in interest shall insule in the and in the streement to insure, then this conversance shall become sholls and the whole of a skip first part and in interest shall insule in the and in the streement to insure, then this conversance shall become sholls are streement to insure, then this conversance shall become sholls and the whole of a skip first part in the approximation in the streement to insure, then this conversance shall become sholls are streement to insure the made in the streement to insure, then this conversance shall become sholls are streement to insure the days after the same becomes due, the skill first part is a streement to inserve shall be and not exceed the least rate of ten per cent, per annun; computed part may part any mupil tarks charged against instrements and in property if default be made in the streema on it is and property of the second part. And the instreement is a streement to isole the period of the instrument, and interest at ten per cent, per annum; the tark of the same shall be and not exceed the least rate of ten per cent. per annum; the tark of the second part, and out of all the unders in the skill. In the mate, and the streement is the mate of the same to shall be another to shall be administrators or assign, interest at the period of the part of the same to shall be another to shall be another to shall be administrators or assign, and the shale of the same tark or not at the option of the 10. But if default made in the But if default made in the the option of first part y te, from date total amount arged against er annum, in ors or assigna, of the part y according to making such IN WITNESS WHEREOF, The said parties of the first part hast hereunto set them hands and scals the day and year first above r first above written. Frank W. Siler (SEAL) \_\_ (SEAL) gertrude Siler (SEAL) (SEAL) (SEAL) \_\_(SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, K Lauren County of \_ wowycan \_\_\_\_\_\_\_ A. D. 1909, before me, a BE IT REMERTIBERED, That on this \_\_\_\_\_\_ 27th \_\_\_\_\_\_ day of July \_\_\_\_\_\_ A. D. 1909, before me, a Martany Public \_\_\_\_\_\_\_ in and for said County and State, came I ranch W. Biller and Outray Outrobe Suler, his wife \_\_\_\_\_\_\_ to me personally known to be the same person 5 described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. County of Douglas before me, a 10 be the same Recorded Och Hogel K ha IN WITNESS WHEREOF, I have bereunto subscribed my name and affixed my official seal on the day and year last above written. oreler My Commission expires gan 13 1092 28 C. M. Manter Ny Commission expires gan 13 . D. 1907 , at 212 o'clock PM. Filed for Record the 28 day of July Floyd & Lawrence Register of Deals. Deputy. By r of Deeds.