107 MORTGAGE RECORD No. 40. This Indenture, Made this 20 th day of March in the year of our Lord Nineteen Hund:ed and eleven between John I hourly, a wildower 1 Ninetcen \_and State of Kansas, of the tirst part, and Wilder S. Metcalf, of ige) of the Coupty of Dauglas art. Laurence, Kansas, of the second part, Witnesseth, That the part of the first part, in consideration of the sum of # DOLLARS DOLLARS One hundred and fifty nvey to the to him in hand paid, the receipt whereof is hereby acknowledged, ha Loold and by these presents do suffrant, bargain sell and convey to the N County of said party of the second part, hus Douglas and State o beirs and assigns forever, the following tract or parcel of land situated in the County of Doiglas and state of Kanas, described as follows, to wit: Lat member Menely two (92) on New Jersey Street in the City of hirty three -Laurence, with the appurtenances and all the estate, title and interest of the said part 4 of the first part therein. And the said part 4 of the first part do 24 hereby covenant and agree that at the delivery hereof the area of the lawful owner of the premises above granted, and seized of a part do LU l seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. that \_\_\_\_\_\_ ha @good right to sell and convey said convey said premises, and that he 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  $150^\circ$ One hundred and hity DOLLARS, and interest thereon, according to the terms of One certain certain wit: 80 <u>م</u>وں 180 , \_\_\_ , 190, Dollars, than\_ View Vort, Tor. Dollars, due -190 ....., 100-Sine Son of for \_ 1011 , payable to Mulder 2. or order, at the Manager And The Area and Second and Se urmer - Vinte City ar, according ipon the said premises before they shall become delinquent; and \_\_\_\_\_\_ will keep the buildings on said property, insured for \$\_\_\_\_\_\_ in some approved me approved Insurance Company, payable, in case of loss, to the mortragge or assigns, and deliver the policy to the mortgagee as collateral security thereto. Now, if such payments be made as herein specified, this convergance shall be void, and shall be released upon demand of the part — of the first part. Built default be made in the payment of solid principal sum, or any part thereto, or any interest thereon, or of said tarser or assessments, as provided, or if default be made in the second part and in case of said befault case y and whole of said principal sum dimeters that molicately become due and psyable at the option of the part of the second part and increase shall become sholl become sholl be read. For the period of the days after the same becomes due, the said first part of the second part and increase shall be read spatial and on account of the period of the days after the same becomes due, the said first part of the second part and increase shall be read spatial and on account of the period of the days after the same becomes due, the said first part of the second part and part of the default of any payments made on account of interest shall be readiled in soid computation, so that the total amount is fait for the second part any pay unpaid tarse of the per cell, per annum, the second part any pay unpaid tarse of the per of the part of the second part any pay unpaid tarse charged against said projectly. If default be made in keeping up instrance, and may recover for all such pyraments, with inferest at it nep recent, per annum, the second part and upday of default of any pay rent up interest. Such and the second part any pay unpaid tarse charged against and such parts mort for all is hall be lawful for the part 19, of the second part. <u>Advance</u> excutors, administrators or assign, the thereoff, up the such parts and the default of any part the second part. <u>Advance</u> excutors, administrators or assign for morth sais, to retain the amount for such assign to most hend and the default multi paid, together with the c Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. reto. Bat if default But if default e made in the at the option of d first part into note, from date her total amount tharged against our annum in per annum, in tors or assigns, of the part ne, according to of making such IN WITNESS WHEREOF, The said part 4 of the first part ha Chereunto set his hand and seal the day and year first above written. car first above John & Hourley (SEAL) \_ (SEAL) (SEAL) (SEAL) (SEAL) \_(SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, 1. 88. County of Nouglas BE IT REMEMBERED, That on this 22d day of March A. D. 196/, before me, a , before me, s in and for said County and State, came 1 Elzie Matary Julie -Fan & Hourley, a webard to me personally known to be the same to be the same person described in, and who executed the foregoing montrage, and duly acknowledged the execution thereof. IN WITNESS WHEREOF, I have bereunto subscribed my name and affixed my official scal on the day and year last above written My Commission expires fan 23 1017 83 (1 M. Marler Public ten. Julie Filed for Record the 22 day of Mach A. D. 101/, a:2 20 o'clock P\_M. of and & dawner Register of Deeds. nor Deputy. ter of Deeds. By\_