MORTGAGE RECORD No. 40. 110FIRST\_MORTGAGE-SAML DODSMORTH BOOK CO., LEAVENMORTH, EAN., NO. 1741. This Indenture, Vale this leventeenth day of Belinuary red and twelve between Sincluin Southard, a r in the year of our Lord Nineteen a wedness. Couply of Daughas and State of Kansas, of the first part, and Wilder & Mitcalf, of of the second part, Twee Hundred That the party of the first part, in consideration of the sum of & DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, haw sold and by these presents do grant, bargain sell and convey to the say party of the second part, hereby acknowledged, haw sold and by these presents do grant, bargain sell and convey to the heirs and assigns forever, the following tract or parcel of land situated in the County of hereby acknowledged as follows, to wit: Commence at a fring furty two (b2) flede thereby to MM in hand paid, the receipt whereor is hereby acknowledged, nar soid and by these presents do grant, bargain sell and convey to the self party of the second part, 'No heirs and assigns forever, the following tract or parcel of land situated in the County of Margalia and Size of Kaneas, described as follows, to wit: Commense at a frant Curty two (22) Body have of the burd tract of the fractions forth these forester of piector to be of the Mine Tomore to be the init lange to Lange (18): there to be for fore to be to be the forest them the of the forest theme to be fore to be the init lange to Lange (18): there to be the second for the best for the second to be fore to be the forest the forest the second part, the forest the second part, 'No forest the second part of the second part, 'No forest the second part, 'No forest the second part of the second par (14) Buys to turney (20): there north 3 arty two (142) Bade: theme trest Ind (11) Porte themes heart forty (140) Bade: themes beest tentio) Bade: theme north & when (16) Passo themes trest During (20) Porte themes faced Bouch I are an and the start of the start themes of the start themes the start of nereoy covenant and agree that at the delivery hereof Lews or the first part therein. And the said part  $\mathcal{G}$  of the first part down the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein, free and clear of all incumbrances, that had good right to sell and convey said 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 \$5000 mortgage note and the same against the there is a mortgage note and the same against the lawful claims of all persons. Two Neurodread and more and the solution of the solution of the solution of the solution of the terms of One certain more gase note and the solution of the first part of the first part Dollars, due april 1' Note No. 1, for Five Aundred 1017, payable to Wilder O. Metcal Ok in Sin of to all dated Jely 17 an units of the semi-annually on the first day of Uprul and and the interest payable semi-annually on the first day of Uprul and in each year, according to coupons attached to said note . The part of the first part further agree that premises before they shall become delinquent; and will keep the buildings on will keep the buildings on said property, insured for  $\vartheta$  \_\_\_\_\_\_ 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. Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part of the first part. But if default be made in the payment soil firing also use or any part thereof, or any interest thereof, or of said tarse or assessments, as provided, or if default be made in the payment so linear, then this conveyance shall be word as white the whole of the part of the second part, and in the convexance shall be even also due, and word there of the second part, and in all be made as the default of any payments and convexance shall be payment to be paid, for the period the days after the sume becomes due, the said first part after to the second part; and in case "payment behavior and any payment and to period the days after the sume becomes due, the said first part there to the time when the money shall be not any payment and any payment and the part of the second part may pay any unpaid tarse charged against there to the time when the money shall be noted and any payment and the part of the second part may pay any unpaid tarse charged against there to the time when the money shall be hereful to the part of the second part, any any unpaid there charked made any unit for default is motizate and it shall be haveful for the part of the second part, any suit for deredowner of the mortgare and it shall be haveful for the part of shall default multipay any unpaid all the option due to aspend the pay pay any unpaid all the option due to the part of the second part, any suit for deredowner on the mortgare and its hall be haveful for the part of shall default multipay and unpaid the pay any unpaid the payments, with interest at the pert one the any payments, with interest at the pert of the second part. Any unpaid thereafter to sell the payment asting from such sale, to retain the amount of such as the payments, with int Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. in between of this instrument and interest at ten per out per annual very first above to be taxed as other costs in the suit. IN WITNESS WHEREOF, The said party of the first part had hereunto set his hand and seal the day and year first above Withereas to mark (SEAL). We have a set of the said party of the first part had hereunto set his hand and seal the day and year first above Withereas to mark (SEAL). (SEAL) Witness to mask Chask Meteral (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Douglas . ... in and for said County and State, came Sinclair Southard, Astary Jublic o me personally known to be the same Wido ach xecuted the foregoing mortgage, and duly acknowledged the execution thereof. described in, and wh person 1 "described in, and who executed the foregoing mortgage, and any action of the set of the day and year last above written. IN WITNESS WHEREOF, I hav bereanto subscribed my name and affixed argenterial seal on the day and year last above written. My Commission expires January 23 1916 Difference Montary Public 17 day of Febry A. D. 142 at 4 " vielock P. M. Register of Deck. Register of Deck. Filed for Record the Deputy.