117 MORTGAGE RECORD No. 40. FIRST MORTGAGE-MANL DODANORTH BOOK CO., LEAVENNORTH, EAV., NO. 1204 This Indenture, Made this 14 th day of Ostaber in the year of our Lord Nineteen Nineteen Hundred and Sweller between George Petty and Ellen Petty, his ge) of the (being of lawful age) of the wife art One housand ۲ OLLARS to the second part, here of is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey to the said party of the second part, here is and assigns forever, the following tract or parcel of land situated in the County of and State of Kannas, described as follows, to wit: Beginning at a point thirty two (32) rods north of the Southwest corner of the Southwest quarter of section Twenty (20) in Township Telve (12) of Range Twenty (20) thence North quarter of the South state of ivey to the County of init. this mortage is tion estered or The Office Induced twenty eight (28) rods, thence east eighty (80) rods, thence South sixty (60) rods, -thence west forty (40) rods, thence north thirty two (32) rods, thence west forty (40) 0) Co rodo rods to the place of beginning, containing twenty-two acres e bued yea nore with the appurtenances and all the estate, title and interest of the said part (27 of the first part therein. And the said part (27 of the first part do part do with the appurtenances and all the estate, three and interest of the same part of the mark part of the premises above granted, and seized of a hereby covenant and agree that at the delivery hereof they are the lawful owner 5 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they have good right to sell and convey said seized of a convey said È 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 SICCC, One thousand DOLLARS, and interest thereon, acc 1 DOLLARS, and interest thereon, according to the terms of one certain \_\_\_\_ certain mortgage note and sex interest uptes or compose, this day executed by the said \_\_\_\_\_\_\_ Parties of the first fast Dollars, due Jaccurary, st , 1018 wit: Note No. 1, for One thousa \_, 1947 \_, <del>199</del> \_, <u>19</u>0 . 190 Note No. 3, for Note No. 3, for all dated October 14 1062, payable to Helder & Breters for or order, at the IMPORTERS' NATIONAL BANK, of New York City mine No or order, at the IMPORTERS AND THAVERS in each year, according to coupons attached to said note . The partas of the first part further agree that they will pay all taxes and assessments upon the said ar, according apon the said premises before they shall become delinquent; and \_\_\_\_\_\_ will hop the buildings on said property, issued for \$\_\_\_\_\_\_ \_\_\_\_in some approved Insurance Company, psychole, in case of loss, to the mortgages or a signe, and deliver the policy to the mortgages as collateral accurity theretome approved Instance Company, payable, in care of loss, to the mortgages or asigns, and deliver the policy to the margages as collateral scenity theretory. Now, if such payments is made as herein specified, this conveyance shall be viol, and shall be released upon demand of the part#— of the first part. But if default made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said tarse or assessments as provide, with default and and the part of the second part, and in case of such default of any sum overanted to be paid, for the period of the days after the same becomes due and payable at the option of the party of the second part, and in case of such default on any part thereof, to real, period and in the erast of the second part, and no said principal more shall be called pay the said second part, and on default of any payments and not second part, and not default of any payments and on account of interest shall momes with least charged agains, interest at the rate of the per cent, per anony, compute said computation, so that the total amount thereof to the time when the momers shall be called any payments made on account of interest shall more shall be charged agains, interest of the period of the second part may pay any majoid tarse charged agains thereof to the time when the momers shall be called any payments made on account of any of the second part may pay any majoid tarse charged agains and pay thereof to all the provides of this multiple lawful for the part  $Q_{-0}$  of the second part, and or of all the provides the pressible pressible pressible pressible for the period of the same to sail the anone to sail, the rate of the part thereof, in the manner of sail and the tail to main the daw, or to become due, accounting the sound part, and out of all the mortgains and the count sails to train the amount of sail all have a sail to train the amount then due, or to become due, accounting the sound part, and the sail the mortgains for manner all, to retain the amount the sail reto. But if default e made in the at the option of ad first part us note, from date he total amount tharged against made in th per annum, in tors or assigns, 1 of the part y 1e, according to of making such to be taxed as other costs in the suit. IN WITNESS WHEREOF, The said part logof the first part have hereunto set the hand <sup>S</sup> and seal the day and year first above tocorded. ear first above Gelen Petty written. \_ (SEAL) \_ (SEAL) (SEAL) \_ (SEAL) (SEAL) \_(SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, . \*\*. County of Douglas In assignment de Book 54, Page BE IT REMEMBERED, Thu on this October A. D. 1912, before me, a 14th day of BE IT REMEMBERED, Ind on the in and for said County and State, came notary Jublic in and for said County and State, came for the personally known to be the same theory of Petty and Ellen Petty, his wife to me personally known to be the same , before me, a person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. to be the same 1 described in, and who executed the foregoing mortgage, and duity accurrence of the day and year last above written. IN WITNESS WIEREOF, I have bereauto subscribed my name and affractivy official scal on the day and year last above written. My Commission expires for ~ 3 1016 (A) . M. Marter, Natory Public My Commission expires Jon ~ 3 1916 (2) tten. A. D. 1017, at 3 2 o velock P. M. Joyd & haveness Register of Ireds. Filed for Record the 14 day of Oct Deputy. By\_ ster of Deeds.