152 MORTGAGE RECORD No. 40. FIRST MORTGAGE-INL POPMORTH POPE CO., LEAVENMORTH, RAN., NO. 1744. This Indenture, Made this \_\_\_\_\_\_ diay of \_\_ October \_\_\_\_\_ in the year of our Lord Nineteen Handred and eighteen \_\_\_\_\_ between \_ Hermin 200 Tramemicer and Lydia. (being of lawful age) of the Tramsmerer, his wife and State of Kansas, of the first part, and Rilder of Metcalf, County of Douglas of the second part of Saurence, Sancar Witnesseth, That the part at of the first part, in consideration of the sum of \$ 3000 DOLLARS to Therm in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, hargain sell and convey to the Druglas and state of Kansa, described as follows, to with Druglas and State of Kansa, described as follows, to with The South half of the Southwest quarter and the Northeast quarter of the Southwest quarter of Section Twenty and the Township Toucher (12) of Cange Duritien (19) first heirs and assigns forever, the following tract or parcel of land situated in the County of with the appurtenances and all the estate, title and interest of the said part in of the first part therein. And the said part in of the first part do hereby covenant and agree that at the delivery hereof they and the lawful owner s' of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that If up har 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 S \_3000 Three thousand attached the to DOLLARS, and interest thereon, according to the terms of a certain morigage note and with interest notes, or constraint, this day executed by the said particle of the first part Dollars, due Note No. 1. for . 190 Dollars, due Note No. 2, for . 190 Dollars, due 100 , payable to Miller & Matcall chies of Mitter & Mitter Note No. 3, for allaland In Lawrence, Sauchel, N=X, with interest payable semi-annually on the first day of May. \_\_\_\_ and november \_\_\_\_ in each year, according to corpons attached to said mote . The part at of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent; and Z/229 will keep the buildings on said property, insured for 8 \_\_\_\_\_ in some approved Insurance Company, payable, in case of loss, to the mortgages or assigns, and deliver the policy to the mortgages as collateral security thereto. Now, if such payments be made as herein specified, this conveyance shall be vold, and shall be released upon demand of the part t2t of the first part. Build default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said targes or assessments, as provided, or if default be made in the second part, and in case of such default the reads in the word, and shall be released upon demand of the part t2t of the first part. Build default be made in the second part, and in case of such default of any sum overanied to be paid, for the period of the desaid part of  $t_{12}$  assigns, interest at the rate of the period of the days after the same becomes due, the said first part t2tis pay to said second part, and the total pays, interest at the rate of the period of ten days after the same becomes due, the said first part t2tis pay to said second part, and the total amount is payments made on account of interest shall be credited in said computation, so that the total amount if here to the time shen the mome shall be carding payments made on account of interest shall be received in the total amount of here to calleted shall be and not ecceed the legal rate of ten per cent, per annum, but the part of the recollected shall be and not ecceed the legal rate of ten per cent, per annum, but the part of the recollected shall be and not ecceed the legal rate of ten per cent, per annum, but the part of the recollected shall be montigated and it shall be lawful for the part t2t of the second part, and not fails the period of the hereafter to sell the premises herely granted, or any part thereof, in the manner prescribed by law, appriasement waited on root, at the option of the part t2tof the second part, and out of all the moments are below to react in the amount the due, or to become due, accounding to the second part, Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. IN WITNESS WHEREOF, The said part 42 of the first part ha 3/ hereunto set they hands and seat of the day and year first above writt Herman Tramerer - (SEAL) Lydia Tramsmeier \_\_\_\_\_ (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, 1. 88. County of Douglas BE IT REMEMBERED, That on this \_\_\_\_\_ 3/.c/ \_\_\_\_ day of \_\_\_\_ Qct \_\_\_\_ . A. D. 1948, before me, a - in and for said County and State, came bernan chamemerer notary Public \_\_\_\_\_ in and for said County \_\_\_\_\_ and Sydia Transmeter, hu wife \_ to me personally known to be the same person & described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. IN WITNESS WHEREOF, I have berennto subscribed my name and affixed my official seal on the day and year last above written. My Commission expires Jan 23 - 1920 (11) - C. M. Marter Notary Public Filed for Record the 9 day of Moverneer A. D. 1945, at 350 o'clock P. M. Estelle Morthreek Register of Deck. By Fine Flora Deputy.