169MORTGAGE RECORD No. 40. FIRST_MORTGAGE-SANG POPUMORTE POOR CO. LEAVESWORTE, EAS., No. 1244. d Ninetcen This Indenture, Made this Tisk day of October in the year of our Lord Nin Hundred and Technich between 9. M. 24 illey and Sva Willey, his wife, in the year of our Lord Nineteen much age) of the (being of lawful age) of the County of Dunglas ____and State of Kansas, of the first part, and ____ 102.3 part. Grant R. Risley of Lowrence, Nineres, -__ of the second part. Witnesseth, That the partilly of the first part, in consideration of the sum of \$ 350 ____ DOLLARS mortgage Eight hundred and fifty ______ DOLLARS to thereby a chowledged, har sold and by these presents do grant, bargain sell and convey to the nvev to the County of fice - heirs and assigns forever, the following tract or parcel of land situated in the County of said party of the second part, ____ and party of the second part, ______ record parts and assigns torever, the totowing tract or parcel of land situated in the County of Designed V _______ and State of Kansas, described as follows, to wind the checker that is of the the tot of the Northursch sane from of the makerel or fronthe of the South back one franchigh being and the state of the South sector of the tot he for the tot he for the sector of the becomment have, due state of the South back one franchight that of for any defined of the tot he of the tot he for the following state of the south and to a state of the south sector of the south to the south of the south sector of the south sector of the south sector of the south sector of the south of the south sector of th ter of full, 4 the original pied discharged. Daugle County, Survey, Alec Right stopint for 14 pode Sect of the North and corners of the northwest quester of the Southwest quester of the Ē hen Louthast quarter of Section one (1) in Soundif Shirtien (13) South of Cange Mineten (14) Each Shence Summing Sect Sight Specto The following is endorsed e herein described having ba ne lien thereby created discha hand this 6 the Thence South Forty (s) node; Thence west eight () rode, Sunce north Forty (so) rode to place of beginning . Ser (s) serve part do seized of a hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a convey said good and indefeasible estate of inheritance therein, free and clear of all incumbrances. that - they - have good right to sell and convey said hand this 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 \$ 250 -Eight hundred and lifty _____ DOLLARS, and interest thereon, according to the terms of _____ certain mortgage note and with _____ interest notes or coupons, this day executed by the said farties of the first part _____ certain à The n and t F,all witt _____ Dottars, due . 190 Note No. 1, for ______ Dollars, due , 190-Note No. 9. forincael. -Dollars, due-Note No. 3, for 100-, payable to Grant R. Ricleyoverder, at the merchants all dated-National Bank in Lucrunce, View AS, or order, at the IMPORTERS-AND TRADERS - NATIONAL BANK, of New York City W-York City ar, according -N-V-, with interest payable semi-annually on the first day of ____ april ___ and - Ock in each year, according pon the said to componentiached to said nota... The part us of the first part further agree - that they will pay all taxes and assessments upon the said premises before they shall become delinquent; and ______ will keep the buildings on said property, insured for \$ 1000, _____ in some approved me approved Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the noortgagee as collateral security thereto. Now, if such payments he made as herein specified, this convergence shall be void, and shall be released upon demand of the part of the first part. But if default he made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default he made in the leaves in the berne associated, and shall be released upon demand of the part of the first part. But if default as made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default he made in the leaves in the torse and the berne of easily firsteping and interest shall inclusively become due and payable at the option of the party of the second part; and in case of such default of any sum overanted to be paid. for the period of ady safer the same becomes then, the said first part is default to too the time when the money shall be actually paid, and my payments made on account of interest shall be tordiced head be and not access the leagh rate of the part ere to, part annum, but the part and part may pay any maying taxes charged against and property, or insure said property if default be made in keeping up insurance, and may rever for all such payments, with interest at iten per cent, per anonum, in the source, and head shall be leaved for the part <u>of</u> of the second part. <u>Adv on the option of the part</u> of the second part, and in the otion of any part thereof, or any part thereof, in the manont for each alc, to retain the anount the onits or assigns of the option. The second part, and interest at the period on the second part. <u>Adv on the option of the part</u> of the second part, and out of all the many straing from meth alch, to retain the amount for ach alc. to retain the anount the onics or to become dema and the root in the suit. In WUPVEES WUBLEVE The Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. But if default made in the t the option of 1 first part 44 note, from date to total amount 6 Welling per annufa, in Oct tors or assigns, of the party e, according to of making such IN WITNESS WHEREOF, The said part 40 of the first part ha 20 hereunto set _ zheez hand 2 and seal 2 the day and year first above ar first above written J. m. Shilley -Ira Hilley - (SEAL) _ (SEAL) - (SEAL) _ (SEAL) (SEAL) _(SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, . 88. County of _ Douglass ____ before me, a day of ______ A. D. 499, b:fore me, a 1 BE IT REMEMBERED, That on this_ _in and for said County and State, came er and 3. m. Hilley and Iva Prilley, husband and wife, - to me personally known to be the same o be the sam persone described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. ten. My Commission expires Left. 9 1922 100 (al) _____ Meteref - Motary Public ____Λ. D. 190 , at 145 o'clock P.M. Filed for Record the 20 day of Ocf Estelle Derthruk Terne Flora Deputy. ter of Deeds.