178 MORTGAGE RECORD No. 40. FIRST_MURTGAGE-LINL DOBARGETH BOOK CO., LEATENBORTH, FAY, NO. 192 This Indenture, Made this First day of March _____ in the year of our ______ Inder day and tecentry two ______ between 21. 6 Hiel and E.S. Hell, husband and wife, in the year of our Lord Nineteen horating (being of lawful age) of the and State of Kansar, of the first part, and Pulder & Metcalf, of Lawrence, County of Douglas of the second part. Tanane Witnesseth, That the part ef of the first part, in consideration of the sum of \$ 1000-00 elta DOLLARS to thent in hand paid, the receipt whereof is hereby acknowledged, hat sold and by these presents do grant, bargain sell and convey to the Such heirs and assigns forever, the following tract or parcel of land situated in the County of and State of Kansas, described as follows, to wit: By anna at the Leathered converte the Wite the of the description of the state of Kansas, described as follows, to wite By and the leathered to an a follows, to wite By and the leathered to an a follows, to wite By and the leathered to an a follows, to wite By an a follows, the set of the set o said party of the second part,____ bied discharged. Nor. proving new proving and according sand of her and the section of the section of the section of the content of the section and the section of areated described let St feel, merter let tethe place of Semining, containing Store, more or leve forethe Cailt of way of the Atchieve, top bede that the Se Outer years pacy, out of store being below apple Company, accordent allowed, 50 feel in address with the appurtenances and all the estate, title and interest of the sail part is of the first part therein. And the sail part or of the first part do thureby Utio lettein llea poen _ the lawful owner of the premises above granted, and seized of a hereby covenant and agree that at the delivery hereof They are and the l good and indefeasible estate of inheritance therein, free and clear of all incumbrances. that they have good right to sell and convey said ì premises, and that they will warrant and defend the same against the lawful claims of all persons. Ě This Grant is intended as a Mortgage to secure the payment of the Sum of \$ 1000.00 hend ricand Oric Shareand DOLLARS, and interest therean, according to the terms of a certain motigage note and with interest notes are coupons, this day excented by the said Of Co. Hell, and E. S. Hell, à husband and wife payable to Milder S. Metcalfororder . . 190 Note No. 1. for. . 190 Dollars, due Note No. 2. for . 190 Dollars, due 190 , payable to at the officer Hilder S. metcalf, in Rawrences Note No. 3, for all dated or order, at the INPORTERS' AND TRADERS' NATIONAL BANK, of New York City N.Y., with interest payable semi-annually on the first day of March and Septembers in each year, according to coupons attached to said note . The part M of the first part further agree that They will pay all taxes and assessments upon the said Tans de me 24 premises before they shall become delinquent; and _ _ ____ will keep the buildings on said property, insured for . e 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. Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as contacterity correction, the control of the part events to made as herein specified, this convegance shall be void, and shall be released upon demail of the part event of the fight events. Built default be made in the be made in the released in the part of staid principal sum, control of the apt events and part therein a specified, this convegance shall be void, and shall be released upon demail of the part event of staid principal sum, control of the apt events of the shall be reade as the endown of a staid principal and interest that inclustely because due and payable at the option of a staid principal sum, consisted the staid first part events that inclustely because due and payable at the option of the part events that inclustely because due and payable at the option of the part events that inclustely because due and payable at the option of the part events that inclustely because due and payable at the option of the part of the second part; and in ease of such default of any sum covenanted to be pail. for the part of the associal part, and in ease of such default of any sum covenanted to be pail. for the part of the associal part is and interest the the total amount there of to the time when the more shall be called by payments made and encount of interest of the second part may pay unspiration and pay payments and and encount of the based pay of the second part may pay and unpaid taxes charged against inside property, or instress and payerity if default be made in keeping up instrance, and may recover for all such payments, with interest at the per entiper annum; but the part by the pay of the second part may pay and unpaid taxes charged against inside payments and there of the part of the part of the second part. Are executors, administrators or askings, and and the part of the part sale property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent. per annum, in any sail for forelosure of this motigage; and it shall be lawful for the party of the second part. *Lev excentors*, administrators or assigns, at any time thereafter to sell the premises hereby granted. or any part thereof, in the manner prescribed by law, appraisement waived or not, at the option of the party of the second part, and out of all the moneys arising from such sale, to retain the annount of such sale, to retain the annount of such the conditions or to become due, according to the conditions of this instrument, and interest at ten per cent, per annum, from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit. IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written 1. 6. Hill (SEAL) .___(SEAL) 5 9 Will _(SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Douglac day of March A. D. 1907 , before me, a 8th BE IT REMEMBERED, That on this in and for said County and State, came Of 6. Hell and E. S. Hell, hust und notary Public to me personally known to be the same and wife, person & described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. IN WITNESS WHEREOF, I have bereunto subscribed my name and affixed my official seal on the day and year last above written. (Rel) _____ Renter My Commission expires Que 23 1924 -190 notary Public Filed for Record the 8 day of 772av . A. D. 1922, at 42 o'clock . C. M. Exterio Norchrups Register of Deals. By Jerne Buckener. Deputy.