180 MORTGAGE RECORD No. 40 FIRST_MORTGAGE-SAME DUDY WORTH BOOK CO., LEASTENBORTH, KAN., NO. 13241. This Indenture, Made this _____ Sotto day of _____ march in the year of our Lord Nineteen Hundred and teventy two_____ wetween _ OV. E. Octefish an unmarried man, ticenty two ______ interes ______ (leing of lawful age) of the _______ (leing of lawful age) of the ________ (leing of lawful age) of the ________ (leing of lawful age) of the second part, and State of Kansas, of the first part, and Stilder S. Metcalf of Lawrence _______ of the second part, County of____ Sansas Witnesseth, That the part of the first part, in consideration of the sum of & 600 DOLLARS Six Hundred to - fuser in hand paid, the receipt whereof is hereby acknowledged, ha Asold and by these presents do EGgrant, bargain sell and convey to the said party of the second part, - fust heirs and assigns forever, the following tract or parcel of land situated in the County of esid party of the second part, heir heirs and assigns forever, the following tract or parcel of land situated in the — Douglas, and state of Kapsa, described as follows, to with — The Northeast Quarter of Section Iwelve (12) in Township Thirteen (18) of Range Eighteen (18) with the appartenances and all the estate, title and interest of the said part y of the first part therein. And the said part y of the first part do te hereby covenant and agree that at the delivery hereof here's had good right to sell and convey said good and indefeasible estate of inheritance therein, free and clear of all incumbrances. that he premises, and that fic 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 \$ 600 DOLLARS, and interest thereon, according to the terms of ______ certain Dir Kundred and with interest notes are compared, this day executed by the said fully file first part D.1934 Dollars, due Note No. 1, for. Dollars, due 190 Note No. 2, for Dollars, due Note No. 3, for. all dated--Quely, N. Y., with interest payable semi-annually on the first day of April and October in each year, seconding Full, to compose attached to said note -- The part -y of the first part further agree , that he will pay all taxes and assessments upon the said lends ni -in some approved will keep the buildings on said property, insured for *----premises before they shall become delinquent; sud-Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy-to-the mortgagee as collateral security thereto; pind Insurance Company, payable, in case of loss, to the motigage or assigns, and deliver the policy-to-the motigages as collateral socurity thereto: Now, if such payments he make as herein specified, this concepance shall be vold, and shall be released upon demand of the part of the first part. But if default is made in the payment of said principal sum, or any part thered, or any interest thereton, or of said tarts or assessments, as provided, set *L* for all *t* cards in the partnerset to insure, then this concepance shall be come absolute, and the whole of said principal and interest shall meilistely become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period if the deman payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period if the deman payable at the total among thereof to the time schem the more shall be cardinally paid. And any sum covenanted to be paid, for the period if the second part may pay any mupsil targes charged agains, interest at the rate of ten per cent, per annum, compute demandant pay and punpid targe charged agains. Interest at the part of the second part may pay any mupsil targe charged agains thereof to the time schem the money shall be carding up upon statunade on accound of functest shall be credited in sub-pay and punpid targe charged agains. Interest at the part of the scond part may pay any mupsil targe target default of the part *Q* of the second part, and the periad if the interest at the per ent, per annum, in any suit for foreclosure of this morigage; and it shall be lawful for the part *Q* of the same target against may can be apprendix made, barded part, and out can be thered, and part thereof, in the manner prescribed by law, appraisement waived or not, at the option of the part *Q* of the scond part, and out can be thered. The scond part thereof, in the manner prescribed by law, appraisement waived orow, at t The following is endorsed on the large described having been po-lies thereby created discharged. chis IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above written. 1 j pure ę N. E. Petefish (SEAL) (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, 88. County of Douglas A. D. 199 A, before me, a 4th day of april A. D. 192 saffants in and for said County and State, came W. E. Petefish an unmarried 193. BE IT REMEMBERED, That on this notary Qublic to me personally known to be the same man person described in mand 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. 1924 6. m. Manter My Commission expires Jan 23notary Public (L. S.) Filed for Record the 5 day of april A. D. 1909, at 10:45 o'clock and M. Estelle Porthup Register of Decis. 00 By Deputy.

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