196MORTGACE RECORD No. 40 FIRST MORTOAGE-ALVI. DODANGETH BOOK CO. LEAVENEDETH, KIN. NO. IPIL This Indenture, Made this 27th day of August in the year if our Le red and 34 between Ilizabith C. Williams and Abram of in the year of our Lord Nineteen Ker: Ka 246.8 For Han 250-Hundred and 34 Williams, Her nuchand (being of lawful age) of the _and State of Kansas, of the first part, and Quelas Wilder S. Mitcalf of Rawseute, Haucas, of the second part. Witnesseth, That the part 1600f the first part, in consideration of the sum of \$150.00 One hundred and fifty _____ DOLLARS there in hand paid, the receipt whereof is hereby acknowledged, ha a sold and by these presents do grant, hargain sell and convey to the party of the second part, Acco heirs and assigns forever, the following tract or parcel of land situated in the County of Dougloic and State of Kansas, described as follows, to wit: committee at the Sugth East corner of the north last Sugarter of Section Consuder at the South East corner of the Marth last Quarter & Dection Marte (10), Insmith for Province (14), Hange No. Mendeen (14) in Driglas County, Jahcas, Shence West 80 rods; Thene Marth 100 rods; Theme las 1-36 node; The South 30 rods; Theme Last 50 - 13 rods; Theme Brith 30 rod to Defining of ice - Commune at a point 80 rode West, 100 rods Marth and I rods East of the South East Corner of the Marth East Swater of Belson No. Sen (10), Prode Task of the South East Corner of the Marth East Swater of Belson No. Sen (10), Prode Task of the South East Corner of the Marth East Swater of States No. Sen (10), Prode Task of the South East Corner of the Marth East Swater of States No. Sen (10), Prode The States (11) Marge Minister (19) There East 10 rods; Theme South is rods, There of Marth Wester (10 to defensive of the trans therein and the side of the states of the south of the side of the side of the set therein. Druglac This montgage is kind, relived and the lim though Cuild dische with the appartenances and all the estate, title and interest of the said part 200 of the first part therein. And the said part 200 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the pre alsos above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they ha rec good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all fersons. premises, and that they will warrant and detend the same against the tarth tails of any tarthouse. This Grant is intended as a Mortgage to secure the payment of the Sum of \$ 153, 20 Dru hundred and fifty dellary Dollars, and interest thereon, according to the terms of a mortgage note and will interest notes are appeared, this day excented by the said fourties of the first half certain to wit: Nate No. 1.for . 190 Dollars, due Vate No. 9 for 190 Han , payabie to Wilder S. Miltal Santa Contraction Science and and the second an Note No. 0. for all-dated-4. by Wilder S. Matell no. N. Y., with interest payable semiannually on the first day of March and September in each year, seconding toresuppone attached to said note . The partice of the first part further agree that Zhey will pay all taxes and assessments upon the said premises before they shall become delinquent; and They will keep the buildings on said property, insured for * 400.00 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 mortfagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. Now, if such payments he made as herein specified, this conveyance shall be void, and shall be released upon demand of the part2 \leq of the first part. Buil if default be made in the payment of said principal sum, or any part thered, or any interest thereon, or of said tarcs or assessments, as provided, or if default the source shall be considered and interest shall inclusively become due and payable at the option of arcrement to insure, then this conveyance shall be conservations and the whole of raid principal and interest shall inclusively become due and payable at the option of arcrement to insure, then this conveyance shall be conservative and the whole of raid principal and interest shall inclusively becomes due, the said first part2 \leq arcrement to insure, then this conveyance shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total among there of to the time is ben the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total among of interest collected shall be and not exceed the legal rate of ten per cent, per annum, to turk part of part may pay any mupid tarcs charged agains any sait for forcelosure of this mortgage; and it shall be lawful for the part4 \leq of the second part. argument of the scond part, and out of all the moneys arising from such sale, to retain the amount of such sale, to retain the and out of all the moneys arising from such sale, to retain the amount of such sale, to retain the assort of this cortain and cort to be seene almos, accoulding to the ecoded part, and out of all the moneys arising from such sale, to retain the amount of such sale, to retain the costs and charges of making arch als, to be tared at a other to sit in the suit. the conditions of this instrument, and inte-sale, to be taxed as other costs in the suit. to be tarent as other costs in the suit. IN WITNESS WHEREOF, The said part 600 of the first part ha 300 hereunto set _ their __ hands and seals the day and year first above written Elizaheth C. Williams (SEAL) Arram L. Williams (SEAL) (SEAL) ACKNOWLEDGMENT. STATE OF KANSAS, County of Douglaic A. D. 103 , before me, 27 day of August A. D. 100 Holore me. 3 in and for said County and State, more Eligabeth C. Williamo and BE IT REMEMBERED, That on this____ notary Public to me personally known to be the same abrama Williams, Her Luchand. person 5 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. Pearl Emick Motary Public 1986 My Comprission expires Dec. 31 degal deal Filed for Record the 27" day of accenter A. D. 1987, at 11:40 o'clock Q. M. Ris Constrong. Register of Deals. Deputy. By