58 MORTGAGE RECORD No. 40. COUPON_MORTGAGE-JANL DODARGETH BOOK CO., LEATENBORTH, EAN., No. 1294. This Indenture, Made this 20 day of / cloudary in the year of our Lord one thousand nine ord one thousand nine between J. C. Mc Cracken and Baura Mc ndea. hundred seven between Oracken his wife in the County of Bartone and State of Kansas, of the first part, and , of the first part, and Peoples State Bank of Lawrence Ransascond part: of the second part: ation of the sum of Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty frue numbered DOLLARS, to Know f duly paid, the receipt of which is hereby mknowledged, have sold and by these presents do grant, bargain, sell and beirs and assigns forever, all that tract or parcel of land situated in the County DOLLARS, rant, bargain, sell and mortgage to the said part y of the second part, 1/5 of Dreglan and State of Kansas, situated in the County and State of Kansas, described as follows, to wit : Beginning at the south west convert of the East Mal (2) of the 8) m South exist quarter (4) of section Think one (31) Township Techer U2) Range Trenty (2) rencl. Est & 4 " P. M. Thence East Mifet; Thence Worth 3'60 feet; Thence West "Ifat; Thenese south 360 fat to place of beginning; sicept night fury as grante to the L. D. and J. R. R. Y excepting said Right of Way with the appurtenances and all the estate, title and interest of the said part estof the first part therein. And the said L. Q., M. - Orne Kern and Kaura Millackern do hereby covenant _ hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of l indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Twenty first hundred for Dollars, all claims whatsoever. Dollars. This crish is intended as a stort reaction to be even the spin of the sum of the second part. Said Dollars. te hereof, with interest ce shall be void if such first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of ises insured in favor of the said mortgagee, in the sum of ____ DOLLARS. ___DOLLARS, In some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the part/2-3 of the first part, and the expense of such taxes and accruing penalties, interests and insurance, shall from the payment thereof, he and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent, per annum. Hat if default be made in such payment, or any part thereof, or ithered interest ithereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conservance shall become absolute, and thered interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conservance shall be due and payable or not at the option of the part of the second part (and all same said accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part (and all such part) and the part of the second part for insurance, shall be and payable or not at the option of the part of the second part; and it shall be lawful for the part of the second part in such as the premises hereby gravited, or any part thereof, in the manner prescribed by law, appringement hereby waived or not at the part of the second part (and the rememberse). ing penalties, interests ties, interests and costs bed premises, and shall interest thereon, or the whole principal of said have been paid by the not at the option of the G tors and assigns, at any by waived or not at the eption of the part of the second part executors, admisistrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the from such sale to retain iking such sale, and the overplus, if any there be, shall be paid by the part y making such sale on demand, to the said artie of the first frast, there. bart their ___heirs and assigns. IN TESTIMONY WHEREOF, The said part - s of the first part has - herenno set Their hand and seal the day and year last Sthe day and year last above written. Signed, Scaled and Delivered in Presence of L.C. M Chacken W. Les Bockemohle nel. (SEAL) (SEAL) Joura Mc Crachen (SEAL) berger (SEAL) State of Kansas, Barlon __County; ss. BE IT REMEMBERED, That on this 3/ day of February A. D. 1997, before me . D. 1907, before me Lawra MC Cacken Wife of LO. MC Carlent. 1. Les Bochemohle to me personally known to be the same person , who excluted the foregoing instrument and duly acknowledged the execution of the same. of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written, My commission expires fary 19" itten. 1840 mg 21. dec. Pockemolile Notary Public _Notary Public A. D. 1907, at / 1 o'clock C . M. Filed for Record the 23 day of Teb, aco, Crimbon Register of Dech. Croupede. By Elsie C. Constront Deputy.