Mortgage Record No. 46.

DARD FAR

220 OUPON MORTGACE - Latral Co. Printers Biolog and B This Indenture, Made this functively day of May in the year of our Lord, one thousand nine a and Eight between Lawin E. Brokof and B. E. Inches Cherotere hundred and Eight of Lawrence in the County of Douglas and State of Kansas, of the first part, and necessaries for for the first part, and for the first part, and for the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of hundred DOLLARS. duly paid, the receipt of which is hereby acknowledged, ha esold and by these presents do grant, bargain sell and morigage to the said part y of the second part, two heirs and assigns forever, all that tract or parcel of land situated in the glas County of. and State of Kansas, described as follows, to wit: macencing on the west line of the south east quarter (2) of Section 16 9 -13 - South of Range The 20. East 36" P. M. at a point 20 fet South of the nor over of - piece of land deeded to Samuel & Sangely by Sacar to Pith of -accurging 1" 1857 which is recorded in office of logical grades there survive south with said west line of the side Swenty one fiel there Caster. of theme summing south with said wear me give wenty me fill theme betaly forsalled with worth or less to the East boundary of said teact 5 chines more or less to place of begins 306 used as a road with the apportenances and all the estate, tille and interest of the said part of the first part therein. And the said <u>races a</u> <u>bird</u> <u>do</u> <u>bereby</u> covenant and agree that at the delivery hereol <u>they are</u> the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and delend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Trive Lundred Dollars, according to the terms of 5212 certain promissory note this day executed by the said. a curra O. Usishop 403. C. Usishop to the note being given for the sungol Trive landersh to the said part y of the second part. Said note being given for the sum of 97 dated May 20 1208 Dollare dated May 20 2 1208 due and payable in Fine group of the yeapiropi date hereol, with interest thereon from the date thereof until paid, according to the terms of said note and couponly thereto attached. And this conveyance shall be void ...due and payable in Fine if such payment be made as in said note and coupons thereto attached, and as is hereinalter specified. And the said part in of the first part If such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part $\frac{i}{20}$ of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrute on account thereof, and to keep the said prem-ises insured in favor of the said mortgagee, in the sum of the said mortgagee may pay the taxes and accruing penalties, insome insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part/40 the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lier under this mortgage upon the above de-scribed premises, and shall bear interest at the rate of to per cent. per annum. But if default whereon, then this convegance shall become absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing put thereof, absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing praises and interests and costs have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, absolute, and may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance. temaining the part of which may have been part of the part of the second part, and in sums pant of the part of the second part is shall be due and payable or not at the option of the part of the second part; and it shall be duful for the part of the second part is executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part is executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due accor ling to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said dawrs C. Bisholo heirs and assigns. IN TESTIMONY WHEREOF, The said part wool the first part have hereunto set Their hand and seal the day and year last ve written Signed, Sealed and Delivered in Presence of Mrs. Lawra Bishop. (SEAL) 03. C. Bishop. (SEAL) State of Kansas, Douglas Countr, ss. BE IT REMEMBERED, That on this. -21-May -.day of ____ A. D. 1908, before me Tim M. Mewlin a Notary Public in and for said County and State came -Rawra G. T. Fischofs and B. C. Ischop. M. Hewlin to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seak on the day and year last above written. John M. Hewlin Notary Public My commission expires_Change 194 2.53 A. D. 1908, at 5 - o'clock P. M. A. U. U. Connections May -Filed for Record the 21 day of. Die & anisting Deputy Register of Deeds. Service States