238 Mortgage Record No. 46. ON MORTGAOF This Indenture. Made this 23 Lesslettin the year of our Lord, one thousand nine Shay-1 of Kansas, of the first part, and and State of the second parts Witnesseth That the said part cool the first part, in consideration of the sum of undres and 100 DOLLARS duly paid, the receipt of which is hereby acknowledged, ha esold and by these presents do grant, bargain sell and said part 4 of the second part, Us heirs and assigns forever, all that tract or parcel of land situated in the Country of A) and State of Kansas, described as follows, to witoue (1) and two (2) 0 stinon nerna .... nees and all the estate, title and interest of the said part & of the first part therein. And the said agree that at the delivery hereof they are the Tar hereby covenant and are the lawful owners it 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 defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Sig function secure the payment of the sum of Sig ficure data for an and wallsover. Dollars, certain promissory note this day executed by the said for the first for for for the form of the form of the second part. Said until and solution of the second part. Said according to the terms of the note being given for the sum of Sip functional and -is to three Dollars, dated Sight 1.75 - 1908 - due and payable in 21.000 er yearsfrom date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons, thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinalter specified. And the said partice ool the 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 the said mortgagee, in the sum of-DOLLARS, shall be due and payable or not at the option of the part jof the second part; and it shall be lawful for the part jof the second part is executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thefeof, in the manner prescribed accutors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereot, in the manner preserved by law, appraisement hereby waived or not at the option of the part 100 the second part 100 the 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 mosts and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale on demand, to the said first - party, Their heirs and assigns. IN TESTIMONY WHEREOF, The said particol the first part have bereunto set Zuce & hand Sand Seal Sthe day and year last above written. Signed, Sealed and Delivered in Presence of (SEAL) . Bray (SEAL) State of Kansas, Dreglas County, ss. 2ª 3 à BE IT REMEMBERED, Chat on this day of\_ A. D. 1900, before me a Notary Public in and for said County and State . W. Fray her Iray and huchand to me personally known to be the same person 2, 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 seal on the day and year last above written My commission expires Tele ella Notary Public é. -A. D. 1908, at 10 30 \_o'clock\_\_M. Filed for Record the\_ allemating Ec 8. Comsterne , Deputy. Register of Deeds.