Mortgage Record No. 46.

OUPON MONTGACE This Indenture. Made this Decord day of country in the year of our Lord, one thousand nine und cialit. (Rol Clandord 11 hape in the County of and State of Kansas, of the first part, and ha /merri of the second parts Witnesseth, 1, That the said part (2) of the first part, in consideration of the sum of $(\frac{1}{2}, \frac{1}{2}, \frac{1}{2}, \frac{1}{2})$ DOLLARS. duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain sell and his to the said part of the second part heirs and assigns forever, all that tract or parcel of land situated in the and State of Kansas, described as follows, to wit: under forty forer (191 .01 whence the appurtenances and all the estate, title and interest of the said part cool the first part therein. And the said of the first part de hereby covenant and agree that at the delivery hereof they love the lawful ownersof the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that Thuywill warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Jucenty sign hundred Dollars. according to the terms of_ certain promissory note this day executed by the said. Varties Dai Sist to the said part 4 of the second part. Said note being given for the sum of dated december 1 20 à. 1 Dollars. 1808 dated Lecc. Mon 1 2 1989 Jue and payable in ______ three and the standard lecourse of the standard standard the standard standa if such payment be made as in said note and coupous thereto attached, and as is hereinafter specified. And the said part wool the first part ises insured in favor of the said mortgagee, in the sum of <u>uvelus</u> <u>DoutLARS</u>, is some insurance company satisfactory to said mortgagee, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part will the first part, and the expense of such taxes and accruing penalties, interests and costs, and insure the same at the expense of the part will the first part, and the expense of such taxes and accruing penalties, interests and costs, and insure the same at the expense of the part will the first part, and the expense of such taxes and accruing penalties, interests and costs, and insure the same at the expense of the part will the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing penalties and interest and costs thereon absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing penalties and interest and costs thereon absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing penalties and interest and costs thereon emaining unpaid or which may have been paid by the part y of the second part, and ill sums paid by the part y of the second part (<u>sec</u>), shall be due and payable or not at the option of the part y of the second part, and ill sums paid by the conditions or assigns; and out of all the moneys arising from such sale to retain the amount then glue or to become due accord ing to the conditions or 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 there is 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 there is the same at the overplus, if any there be, shall be paid by the party making such sale on demand, to there is the same at the overpl heirs and assigns. IN TESTIMONY WHEREOF, The said partico of the first part have hereunto set the hand and seal other day and year last written. Signed, Sealed and Delivered in Presence of ana Cl. (SEAL) State of Kansas, County, ss. -n BE IT REMEMBERED, That on this day of. A. D. 1900, before me Unstrata Reinter & Deck a Notary Public in and for said County and State came Clama Chase and Hun S. Chase her husband tister of De 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 seal on the day and year last above written Will Chunchoney Meynter of My commission expires Filed for Record the A. D. 1908, at --o'clock CM. acellanstere Uningliona Deputy Register of Deeds.

The note !