Mortgage Record No. 46.

ST.: NDARD F. R

4 14 This Indenture, Made this_ day of Of. in the year of our Lord, one thousand nine L. W. Howood and amincas the Coupy of Druglas 012 and State of Kansas, of the first part, and Bank Decompton of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Sundred 100 DOLLARS duly paid, the receipt of which is hereby acknowledged, ha محتى and by these presents do grant, bargain sell and morigage to the said part q of the second part, to beirs and assigns forever, all that tract or parcel of land situated in the Countral Day att as and State of Kansas, described as follows, to wit: Humbered, Oue O, Two (3) Than (3) How (1) Find (3) Six (4) Suma (2) (0) Nice (1) Ten (4) Even (4) Fort, Sey (4) Fort, Suma (1) Faity Cift (12) His (12) Tety (3) Jety, Oue (3) Hoffy ton (3) Jety they (3) Fifty four (fire (3) and Fifty Sig (3) all in Bloch 13. Thirty Sig (3) (4) of Decompton. four (54) Pres. F. alian with the appurtenances and all the estate, title and interest of the said part col the first part therein. And the said. First Partie do _____ hereby covenant and agree that at the delivery hereoi They are _____ the lawful owners if 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 ______ the fundered _______ Dollars, ______ Dollars, according to the terms of their certain promissory note this day executed by the said to the said part y of the second part. Said note being given for the sum of Oue Hundred 100 dated Geb : 4 - 1909 - due and payable in Juro Dollare dated J.cb. 4 - 1909- due and payable in Jup 328 dollars each date hereol, with interest thereon from the date thereof until paid, according to the terms of said note and coupon thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part If such payment be made as in said note and coupons thereto attached, and as is hereinatter specified. And the said part of 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 is issued in favor of the said mortgagee, in the sum of <u>DOLLARS</u>, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of to per cent. per annum. But if default be made in such payment, or any part thereof, absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing part thereos, absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing part thereos, absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing part taxes assessed on said premises, or if the insurance is not keept up thereon, then this conveyance shall become absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing part thereof, absolute, and the which may have been paid by the part of the second part, and all sum paid by the part of the second part for instrance, shall be due and payble or not at the option of the part of the second part, and all sum paid by the part of the second part of the second part and account to be account of the part of the second part of shall be due 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 close 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 ______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 part making such sale on demand, to the said dist barlies heirs and assigns. IN TESTIMONY WHEREOF, The said participof the first part have hereunto set first hand Sand seal the day and year last above writt Signed, Sealed and Delivered in Presence of O. M. Morwood America Morwood State of Kansas, Douglas Countr. ss. BE IT REMEMBERED, That on this day of febry. A. D. 1907, before me a Notary Public in and for said County and State came-Morwood Hamerica Howood, his unfe 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. Gella W. Sliff. My commission expires defe Notary Public 10 A. D. 1909, at 9 22 " "rlack P. M. Floyd L. Fawrences) Register of Deate. Filed for Record the Deputy.