Mortgage Record No. 46.

258 This Indenture. Made this 1stday of mich. in the year of our Lord, one thousand nine _ between Gi. J. Bahumaier and Mary Bahumaier hundred mane Lecomplon in the County of Daughas. and State of Kansas, of the first part, and Verry Davidson of the second part: Witnesseth, That the said part 2006 the first part, in consideration of the sum of Five Thousan duly paid, the receipt of which is hereby acknowledged, hat Coold and by these presents do grant, bargain sei! and mortgage to the said part 1 of the second part, hus hereby descendence and assigns forever, all that tract or parcel of land situated in the County of Drug Const. and State of Kansas, described as follows, to wit: The south East quarter (4) of section time (5) Township Further (12), Runge Eighteen (1) - also the South one eighthl of the practicenal with Cast quarter of section Fine (5) Journal Enclose (12) and Range Eighteen (16) " Print Theorem and the with the appurtenances and all the estate, title and interest of the said part 140f the first part therein. And the said Firsh Parties do agree that at the delivery hereof Frity are the lawful ownerfor the premises above granted and seized of a good and indefeasible estate of hereby covenant and 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 First Thoras and for Dollars, according to the terms of the correction of position to the sam of the correct of according to the terms of the correction promissory note this day executed by the side of the correction of th to the said part fof the second part. Said note being given for the sum of Fire Themand dated Mich 1- 1909 due and payable 2 Dollars, due and payable in Five if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part cool 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 prembesits and costs, and insurance, shall be 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 lien under this mortgage upon the above described premises, and shall bear interest at the rate of to per cent. per annum. But it default be made in such payment, or any part thereof, absolute, and the whole principal of said mote, and interest thereon, and all taxes and accruing penalties, absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing penalties accruing upon the above demaining unpaid or which may have been paid by the part of the second part, and all taxes and accruing penalties and interest and costs the expense of such taxes assessed on said premises, or if the insurance is not kept up thereon, then this convergance shall become absolute, and the whole principal of said note , and interest thereon, and all taxes and accruing penalties and interest and costs thereon are maining unpaid or which may have been paid by the part of the second part, and is shall be lawful for the part point thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part. The executors, administrators and assigns, at any time thereafter, to sell the premises hereby grated, 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. The executors, administrators or assigns; and out or the taxe part of the second part, and the whole part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part. The executors, administrators or assigns; and out of the to set of the instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part ty of the sec advection, to the manner, together which may ises insured in favor of the said mortgagee, in the sum of_ the said First- Parties heirs and assigns. IN TESTIMONY WHEREOF, The said part "bit the first part ha 1 Chercunto set Their hands and seal Sthe day and year last above written. Signed, Sealed and Delivered in Presence of I. J. Bahmaier (SEAL) Mary Balmmaier State of Kansas, Douglas. BE IT REMEMBERED, That on this 2 County, ss. -day of Fel 26 th A. D. 1909, before, me acla In Sliff a Notary Public in and for said County and State came of y Bahmmaier, two wife, Bah mal Whan main this wife, to me personally known to be the Game person 8 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 Fich, 10 E -1966 (du. 5) _ Jella Wi Sliff.____ Notary Public A. D. 1909, at 3 20 wicher P. M. _Floyd Lawcence Register of Decis. Filed for Record the // 76 day of march Deputy.