Mortgage Record No. 46. 270 COURDN MORTGAGE Journal Co. Printers Binders and Blank Bar This Indenture. Made this 5th day of april in the year of our Lord, one thousand nine hundred and Vince (199 between Henry W. Unifkuhle and Elizakech Wulflenkle, his wife Lemona D. Hollinghery of Nanwaka and State of Kansas, of the first part, and of the second part: Witnesseth, That the said par, cered the first part, in consideration of the sum of Three Thomsand Three Hundred and 20/100 #(5 300.04) DOLLARS, duly paid, the receipt of which is hereby acknowledged, ha V sold and by these presents do grant, bargain sell and 10 Thene mortgage to the said part ly of the second part, .... her heirs and assigns forever, all that tract or parcel of land situated in the Douglas County of and State of Kansas, described as follows, to wit: the north west quasteret, of Section Thirty Pour (34), with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said, Harry W. Weelfleichle and Elizabetheltruffleuhle, the said of t hereby covenant and agree that at the delivery hereof they are 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 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 these Thousand therest under Dollars, \_certain promissory notes this day executed by the said Parties of the first according to the terms of Turngle being given for the sum of Oars There and Dollars due in the said part if of the second part. Said dated you of the grand said with for 337 of dated you of the for 337 of and said with for 337 of the and payable in first mather - for stand to grand by a solar with there on from the date there of unit and another of the said mather - yeastrom date beref with thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void il such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part 40 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 prem-Dillation of the said and the same at the expense of the part 4d 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 4d 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 4d 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 4d the first part, and the expense of such taxes and accruing penalties, scribed premises, and shall bear interest at the rate of to per cent. per anoun. But it default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, <u>there is a such taxes</u> and interest and costs thereon and all taxes and accruing penalties and interest and costs thereon are analytic of the part of the second part, <del>and bill may have been paid</del> by the part of the second part, <del>and bill may have been paid</del> by the part of the second part, <del>and bill may have been paid</del> by the part of the second part and the whole principal of said note , and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, <del>and bill may have been paid</del> by the part of the second part and the whole principal or not at the option of the part of the second part and the second part default the made in the second part default whereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part and the accruing to an apprath thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part default. Acceutors, administrators or assigns; and out of all the costs and charges of making such sale, and the overplus, if any there he, shall be taxed of this instrument, together with the costs and charges of making such sale, and the overplus, if the said Henry W. Wulfkuhle, his heirs and assigns. IN TESTIMONY WHEREOF, The said part at at the first part have hereunto set their hand band seal the day and year last above written Signed, Sealed and Delivered in Presence of Henry W. Michthuble (SEAL) Elizaberk Wriefhuble (SEAL) State of Kansas, Douglas County, ss. april BE IT REMEMBERED, That on this\_ 0 He \_day of\_\_\_\_ A. D. 1909, before me BE IT REMEMBERED, nai on time \_\_\_\_\_\_ Gay of \_\_\_\_\_ Gay of \_\_\_\_\_\_ R. D. 1907, venore Frank &, Banles a Notary Public in and for said County and State came \_\_\_\_\_ Xany W. Wulfkuhle and E lighter Wulfkuhle, Ans Wrife to me personally Mown to be the same persons 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. 1984 L. S. Frank E. Bruks Notary Public My commission expires 1202 62 Filed for Record the 3- 2 day of april A. D. 1909, at 7 3 n'clock P. M. Aloyol & Lawsence. Register of Dudu. By I Monica, F. Laure Dan