Mortgage Record No. 46. 294 HIPON MORTOADE-Istokes\_ in the year of our Lord, one thousand nine This Indenture, Made this 17 Th cruff Ed arminda Woodruff, his wif between fis How hundred ning on the County Douglas \_\_\_\_and State of Kansas, of the first part, and of the second nart: 191 Par Witnesseth, That the said part. Mol the first part, in consideration of the sum of undr DOLLARS. duly paid, the receipt of which is hereby acknowledged, ha wesold and by these presents do grant, bargain sell and and State of Kansas, described as follows, to wit: 188 ou Jennessee Street in the City vence bied [ Am according to the terms of One certain promissory note this day executed by the said. parties of the first note being given for the sum of First part ....to the said part y of the second part. Said Dollars. dated Seconence (Varcas) Oct 12, 190 due and payable in\_ dated menere & lance (Qet 12. 11 due and payable in for the form the 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 hereinafter specified. And the said part 200 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-ises insured in favor of the said mortgagee, in the sum of True Hundred DOLLARS ises insured in favor of the said mortgagee, in the sum of <u>Truck</u> <u>Muture of</u> <u>DOLLARS</u>, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgage 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 de-scribed premises, and shall bear interest at the rate of to per cent. per annum. But i default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if 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 remaining unpaid or which may have been paid by the part y of the second part, and all sums paid by the part y of the second part to risurance, interest may have been paid by the part y of the second part, and all sums paid by the part y of the second part for insurance, interest into the second part of part of the part of the second part and is shall bus built the second part for insurance, interest into the second part of the second part with the second part and is shall bus built the second part for insurance, interest into the second part of the second part with the second part is the part with the second part of the second part. shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the part (of the second part the executors, administrators and assigns, at any time thereafler, 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 for the second part that 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 parties of the first part the the said partice of the first and assigns. IN TESTIMONY WHEREOF, The said partice of the first part ha & hereunto set Thinhand S and seal S the day and year last Signed, Sealed and Delivered in Presence of J.S. Hoodruf Winnenda Hoodruff Douglas State of Kansas, Countr, ss. BE IT REMEMBERED, That on this 12 ck let day of. A. D. 1909, before me and J Line a Notary Public in and for said County and State came J. a Moodrieff and arminide Woodrieff hurdband and wife to me personally known to be the same person's 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. 10 th My commission expires april a. F.Flinn \_\_\_ Notary Public A. D. 1909, at 2 3 o'clock M. A. D. 1909, at 2 3 o'clock M. Choyd & courses Register of Duds. Filed for Record the 12 day of Deputy.