## Mortgage Record No. 46. $\Omega$

311 COUPON MORIGAGE Journal Co. Lin This Indenture, Made this 29" day of October in the year of our Lord, one thousand nine hundred fine between I. I. Walker as Jarah Walker, history. , one thousand nine ll his wife of Miltonvale of the first part, and State Bank of Lecompton and State of Kansas, of the first part, and d part: \_\_\_\_\_of the second part: ion of the sum of First Orundred Witnesseth, That the said particular the first part, in consideration of the sum of DOLLARS, ant, bargain sell and 10 them DOLLARS \_\_\_\_duly paid, the receipt of which is hereby acknowledged, ha sold and by these presents do grant, bargain sell and land situated in the mortgage to the said part 7 of the second part, the heirs and assigns forever, all that tract or parcel of land situated in the County of Nous law, in the and State of Kansas, described as follows, to wit: Beginning at a point 1469 to ft bast of the BN. and of the M. C. quarter of beston thee (3) Developing Toucher (3), Range Explicit (11) and running themes to set three hundred Jerts and to (3464); there Tank these hundred thirty ft (330 ft) there they three hundred Joing and to ft (3464); there tout three hundred thirty ft to these It is the hundred Joing and to ft (3464); there tout three hundred thirty ft to the of degrammy all being in the S C It of NS to of dection three (3) and containing 24 arres. arthwest Fuarle to Mutral en a autor with the appurtenances and all the estate, title and interest of the said part used the first part therein. And the said \_\_\_\_\_\_\_ do\_\_\_\_\_\_ hereby covenant and agree that at the delivery hereof they are the lawful ownersol the premises above granted and seized of a good and indefeasible estate of reby covenant and defeasible estate of inheritance therein, free and clear of all incumbrances, and that Miny 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 Fine fundered The Dollars, claims whatsoever. Dollars, second part. Said to the said part y of the second part. Said note being given for the sum of \_\_\_\_\_\_ dated\_\_\_\_\_\_\_78 \_Dollars Dollars. ereof, with interest yance shall be void ceof the first part if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part acof the first part if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part and 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 premi ises insured in favor of the said mortgagee, in the sum of the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part and 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 and 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 and 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 and the first part, and the expense of such taxes and accruing penalties, interests and costs, and insure the same at the taxe of to per cent, per annum. But it 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 hore , 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, and it shall be lawful for the part of the second part and its shall be due and payable or not at the option of the part of the second part, and its shall be lawful for the part of, in the manner prescribed to law and assigns, at any time thereaffer, to sell the premises hereby granted, or any part thereof, in the manner prescribed to law and and signs at any time thereaffer, to sell the premises hereby granted, or any part thereof, in the manner prescribed eep the said prem-DOLLARS. accruing penalties, accruing penalties, upon the above de-r any part thereof, ance shall become and costs thereon part for insura manner prescribed 2 Car by law, appraisement hereby waived or not at the option of the part of the second part <u>the</u> executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then one of the conditions of 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 or assigns: and out strument, together the said First Parties, their heirs and assigns. \_heirs and assigns. IN TESTIMONY WHEREOF, The said particle ine first part have hereunto setting hand band seals the day and year last day and year last Signed, Sealed and Delivered in Presence of J. L. Walker -(SEAL) (SEAL) Sarah Walker \_(SEAL) -(SEAL) Cloud. County, ss. State of Kansas. BE IT REMEMBERED, That on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ A. D. 1909, hefore me G. Notary Public \_\_\_\_\_\_ a Notary Public is and for said County and State came T. Z. Walker " us Sarah Walker \_\_\_\_\_\_ husband " to for going instrument and duly acknowledged the execution of the same. 1907 , before me 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 <u>Dipt 10 th</u> 1941 (L.S.) John G. Marris Notary Public ritten. ..... Notary Public hlee A. D. 1909, at 4 37 o'clock D. M. Flayed & Lawrence Kighter of Deeth. Filed for Record the 28 day of. exister of Deeds. \_Deputy.