Mortgage Record No. 46.

319 - GOUPON-MONTGAGE-Journal Co. Printers, III , one thousand nine This Indenture, Made this 10 th day of Tebuary in the year of our Lord, one thousand nine mas, hundred Ien between Hissur Cantrell and wife Nettle M. Contrell, and charles L. Cantrell and wife Order for Cantrell of the first part, and of Lawrence Lawrence_____ in the County of Douglas and State of Kansas, of the fi The Murchante Loan Intering Bank of Lewrence, Houses, of the second part: and State of Kansas, of the first part, and d part: ion of the sum of Witnesseth, That the said part Web the first part, in consideration of the sum of DOLLARS. Seven Hundred DOLLARS ant, bargain sell and _____duly paid, the receipt of which is hereby acknowledged, hatv@sold and by these presents do grant, bargain sell and morigage to the said part y of the second part, its heirs and assigns forever, all that tract or parcel of land situated in the County of Orygens and State of Kansas, described as follows, to wit: land situated in the Let no One Hundred, Sixteen (16) on Pennsylvinia Street, whip 13, in the City of Lawrence, Nausac 69 deil) a mipple. ereby covenant and agree that at the delivery hereolthey are the lawful owneGol 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 Leven Hundred Dollars. ndefeasible estate of claims whatsoever. _Dollars according to the terms of <u>one</u> certain provision of the sain of <u>the sain of the sain Cantrall and</u> wife Mettic M Cantrall and Charles L Cantrall and wifes of the said part of the second part. Said note being given for the sum of <u>June Hundred</u> Dollars, second part. Said _Dollars. hereof, with interest yance shall be void of 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 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 premi-ises insured in favor of the said mortgagee, in the sum of <u>Human Human Human Kang</u> DOLLARS, 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 lieu under this mortgage upon the above de-scribed 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, 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 hort e, and interest thereon and all taxes and accruing penalties, 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. *Hereof*, the executors, administrators and assigns, at any time thereaffer, to sell the premises hereby granted, or any part thereof, in the manane prescribed therein associated part before and in thereaffer, to sell the premises hereby granted, or any part thereof, and or the taxes associated part for interest in the or and part thereaffer, to sell the premises hereby granted, or any part thereof, and or any part thereof, in the manane prescribed part. keep the said prem-__DOLLARS. accruing penalties, accruing penalties, upon the above de-or any part thereof, ance shall become and costs thereon part for insurance, ond part its ______ by law, appraisement hereby waived or not at theoption of the part of the second part to executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according 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 party making such sale on demand, to or assigns: and out sale on demand, to the said Parties of the first part - their. heirs and assigns. _heirs and assigns. IN TESTIMONY WHEREOF, The said particles the first part ha Vehereunto set their hand and seal the day and year last day and year last Hiram Cantrell Signed. Sealed and Delivered in Presence of mrs. Nettie M. Cantrell (SEAL) OL. M. Morison -(SEAL) Charles L. Cantrell (SEAL) -(SEAL) Orda J. Cantrell. State of Kansas, Douglas ___County, ss. BE IT REMEMBERED, That on this _____/0 " day of Teby 1910, before me A. D. 1900, before me L S. It (Este and BEED), ind on this is not or public is and for said Country and State came Efficance Countrell, <u>Chordos L</u>, Countrell, wife, Charles C, Countrell & Order J. Countrell, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same. of the same vritten. My commission expires June 20' ____ Notary Public Filed for Record the _//_____ day of _ Zehy , _____ _A. D. 19/0, at 10 05 o'clock Q. M. I loyd L. Lawrence Register of Deeds. IN Minnie Q. F. Lawrence Diputy legister of Deeds.