Mortgage Record No. 46'

-326

DARD FURN

This Indenture, Made this First day of Marchi in the year of our Lord, one thousand nine between Edith Douglas , "ud hundred and ten Douglass chush of Sawrence auglas / in the County of and State of Kansas, of the first part, andof the second part: Witnesseth, That the said part set of the first part, in consideration of the sum of Seven Munaria mortage DOLLARS them duly paid, the receipt of which is hereby acknowledged, havesold and by these presents do grant, bargain sell and mortgage to the said part y of the second part, <u>here</u> <u>he</u> FIand State of Kansas, described as follows, to wit: in in -Commencing at a point (90) rode due north from the South west Corner of the South west quester (1/4 of Section Twendy Sever 27 Township Toute (2) South of Pargs ninetten (1) then as morning Marks Section Twendy Sever 27 Township Toutes (2) South a Pargs ninetten (1) then as morning Marks Section Day 35 3 and I down to the to rode, then as South 26 3 porter the way that find of beginning motioning Tour paid : 151 accurates Commences at a point 53's not strath from the Louth West Carner the tion twenty lover as Troubly Tensor South & Roughiniben (17) an west line of saidlestion chence north 2613 rode time bast onder theme but 16 rodo thence Hert 60 rodo to be giving Containing Ten acres will the appurtenances and all the estate, title and interest of the said part Gol the first part therein. And the said ________ do _______ hereby covenant and agree that at the delivery hereof. This game the lawful ownedor 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 Seven Mundred Dollars, Dollars, Dollars, according to the terms of Que certain promissory note this day executed by the said according to the day of the said of the s to the said part yof the second part. Said ven Hundred Dollars. dated march 1st 1910 due and payable in Figure for for 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 wab the first part bereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of___ ites insured in favor of the said mortgagee, in the sum of.______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 lien under this mortgage upon the above de-scribed premises, and shall bear interest at the rate of to per cent, per annum. But il 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 of the second part, and all sums paid by the part of the second part for insurance. DOLLARS. tecorded. 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 the executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appression and assigns, at any time interaction, to sent the pression hereby granted, or any pair intercon, in the manner presented by law, appression thereby wrived on not at the option of the part of the second part <u>law</u> 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 <u>Cauth Emory</u> heirs and assigns. IN TESTIMONY WHEREOF, The said part of the first part have hereunto set this hand and seal the day and year last above written. Signed, Sealed and Delivered in Presence of Sith Edunglas (SEAL) Dauglas State of Kansas,___ County, ss. 7th BE IT REMEMBERED, That on this day of_ A. D. 1960, before me The Reven a Notary Public in and for said County and State came Edution Eplouglas, to me personally known to be the same person\$ who executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affized my official seal on the day and year last above written. My commission expires Upril -1941 AS 2 John M. Hewlins Notary Public 11 -A. D. 1980, at 4 55 u'clock I. M. Floyd L. Rawence Register of Dech. mah Filed for Record the _____ fl ____ day of ... Deputy