Mortgage Record No. 46.

| hunc | This Indenture, Made this the terchhaday of august in the year of our Lord, one thousand nine between I a Varnum (Hidower) |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | |
| 7 | Lawrence in the County of Douglas and State of Kansas, of the first part, and |
| rea | surer Brand Alrestone of Freudollneurally Western of the second part: |
| 9 | Witnesseth? That the said part 4 of the first part, in consideration of the sum of thousand fun fundred DOLLARS. |
| to | him duly paid, the receipt of which is hereby acknowledged, ha Csold and by these presents do Lyrant, bargain sell and |
| mort | tage to the said part of the second part, he heirs and assigns forever, all that tract or parcel of land situated in the |
| all | of lot no Thirty one (31) " the North half (4) of lot no Thirty three (33) both on) em |
| 16) 1 Str | et in Width so for is lying immediately morth of and but I'le it one (2) Humases et with the rip afiting of a triangular piece hundred or following his |
| no | ret twelve (12) feet to the former north line of ears ally theme such they (6) has |
| ly . | reducered of the Contract of product of 1876. |
| | he appropriate Cope and all the action title and interest of the said part. Yof the first part therein. And the said |
| | he appurtenances and all the estate, title and interest of the said part fol the first part therein. And the said hereby covenant and do leash hereby covenant and |
| inher | that at the delivery hereof hereof here the lawful owner of the premises above granted and seized of a good and indefeasible estate of tance therein, free and clear of all incumbrances, and that hill warrant and defend the same against all claims whatsoever. Grant is intended as a MORTGAGE to secure the payment of the sum of here there here here the same against all claims whatsoever. |
| | ling to the terms of certain promissory note this day executed by the said |
| note | to the said part Y of the second part. Said eing given for the sum of the thousand fine the sum of the second part. Dollars, |
| | due and payable in |
| hereb | payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part 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. |
| in son intere intere scribe or intere absolu | DOLLARS, e insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, its and costs, and insure the same at the expense of the part yof the first part, and the expense of such taxes and accruing penalties, its and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above delto premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, rest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become to, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon ingunpaid or which may have been paid by the part 40 fthe second part, and all sums paid by the part 40 fthe second part for insurance. |
| shall | we due and payable or not at the option of the part fol the second part; and it shall be lawful for the part fol the second part for second part for the part fol the second part for second p |
| of all | , appraisement hereby waived or not at the option of the party of the second partexecutors, administrators or assigns; and out the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together he 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 |
| the sa | |
| above | IN TESTIMONY WHEREOF, The said part of the first part ha Lhereunto set. Ash. hand and seal the day and year last written. Signed, Scaled and Delivered in Presence of |
| 27/19 | T. B. Jarneim (SEAL) |
| | (Seal) |
| Stat | of Kansas, Nouglas County, ss. |
| Ja | A. D. 1990, before me |
| to me | personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. |
| Му сс | IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written. March |
| | 11 Oak 146 P |
| Filed | for Record the L. dhy of A. D. 1960, at D. o'clock M. Jawrenes |
| By | Deputy. Register of Deeds. |
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| TE. | |