398 Mortgage Record No. 46. OUPON MONTGAGE-Journal Co. day of Dec in the year of our Lord, one tausand This Indenture. Made this. 19 hundred lew between N. Brown orecompto in the County of Alarganana and State of Kansas, of the first part, and mortgage is hereby Tilenni. of the second part-Twenty Eight foundred Juffy and more of the first part, in consideration of the sum of in These ululy paid, the receipt of which is hereby acknowledged, ha usold and by these presents do grant, bargain sell and mortgage to the said part fof the second part, his beirs and assigns forever, all that tract or parcel of land situated in the glas and State of Kansas, described as follows, to wit: Nace Einb County of an the original in-true The couth west quarter of dection ting (6) "ownship Tivelas," H, 1% (18) 3 paid lien thereby with the appurtenances and all the estate, title and interest of the said part & of the first part therein. And the said A glorown and three lor do hereby covenant and and and the agree that at the delivery hereof the and indefensible 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 whity bash fundred filty by 100 Dollars, according to the terms of their certain promissory note this day executed by the said according to the terms of part of the second part. Said according to the terms of part of the second part. Said note being given for the sum of Diversity Eight Accord to the said part of the second part. Said note being given for the sum of Diversity Eight Accord to the second part. Said according to the sum of Diversity Eight Accord to the second part. Said the second part. Said note being given for the sum of Diversity Eight Accord to the second part. Said according to the sum of Diversity Eight Accord to the second part. Said the second part. Said Dollars, according to the terms of said note and coupons, thereto attached. And this conveyance shall be void il such payment be made as in said note and coupons thereto attached, and as is hereinalter specified. And the said part 4001 the first part if such payment be made as in said note and coupons thereto attached, and as is hereinalter specified. And the said part woof 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 *June transfer the said premises the 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 <i>June transfer the said premises the said premises the said premises of the said premises the said premises and costs, and insure the same at the expense of the part, and the expense of such 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 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 note , and interest thereon, and all taxes and accruing penalties and interest 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, 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 thereof, by law, appraisement hereby waived or not at the option of the part for the second part thereof, or any part thereof, said the said 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 charge such sale, and the overplus, if any there be, shall be paid by the part down is all on demand, to <i>Linx* thand. Alm the said first parties heirs and assigns. ccorded. IN TESTIMONY WHEREOF, The said particul the first part have hereunto set the hand S and seal S the day and year last above written. Signed, Sealed and Delivered in Presence of (SEAL) (SEAL) State of Kansas,_ Douglas Countr. ss. 21 BE IT REMEMBERED, That on this_ Lles: ____day of____ A. D. 1010, before me a Notary Public in and for said County and State came_ anna Brown, his wife 1. July. and 3Brown 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 affixed my official seal on the day and year last above written. My commission expires I eling _1964 (Z 8) Gella 10 V Alifip Notary Public _A. D. 1947 , at _7 ____. 3 o'clock WM. Filed for Record the____ ____day of _____ Jan Lawrence Detuty. Register of Deeds.