414. Mortgage Record No. 46. day of March in the year of our Lord, one thousand nine 11th This Indenture, Made this____ hundred Eleven (1911) between David N. Acoler and Ida M. Hesley, his wife Juther M. Lewis Three Thoucand Swew Hundred Jufty (\$3750,00) DOLLARS, 10 Them. duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain sell and mortgage to the said part of the second part, here the merit assigns forever, all that tract or parcel of land situated in the County of A lange the and State of Kansak, described as follows, to wit: Morth Cast Guarter (14) and Narth Wheet Guarder (14) of South East franker (4) allen Vertim by the (16), Biomodif. Foundary (12), Range Punctum (19) hereby covenant and agree that at the delivery hereof charge and the lawful ownersof 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 here housand learn blundhed fifty. Dollars, according to the jerms of <u>a</u> certain promissory note this day executed by the said <u>according to the second part of the second part of the second part. Said note being given to the said of the second part. Said being given to the said of the second part. Said <u>being given to the said of the second part.</u> Dollars,</u> if such payment be made as in said note and coupons thereto attached, and as is hereinalter specified. And the said part 44 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 prem-ises insured in favor of the said mortgagee, in the sum of 100 Hoursand und 207100 DOLLARS. ises insured in favor of the said mortgagee, in the sum of <u>theory intervention</u> <u>theory intervention</u> <u>theory</u> <u>DOLLARS</u>, 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 the part, but it default be made in such payment, or a my 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 or which may have been paid by the part 40 the second part, and all sums paid by the part 40 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 for the second part low executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed april executors, auministrators and assigns, at any time instrument to set the presence and presence a the said - parties of the first part, their heirs and assigns. IN TESTIMONY WHEREOF, The said part (who first part ha us hereunto set Their hand dand seal the day and year last above written Signed, Scaled and Delivered in Presence of David d. Kesler (SEAL) Ida M. Kesler (SEAL) State of Kansas,_ Douglas Countr. ss. Trank O. Banks a Notary Public in and for said County and State came David A. Nesley and da M. Acoley, his well. Ida M. Aceler, his wife to me personally known to be the same person S who executed the foregoing instrument and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have herennto set my hand and affixed my official seal on the day and year last above written. My commission expires November 8th 1994 28 Frank EBanke Notary Public A. D. 194/, at 1/ #3 o'clock 9 M. Layer Lawrence Filed for Record the 18 day of Mch Register of Deeds. Detuty.