

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK DOWNSIDE BANK CO., LEAVENWORTH, KAN., No. 12011

This Indenture, Made this Twenty eighth day of February in the year of our Lord one thousand nine hundred and one between Arin O. Chapman and O. K. Chapman, his wife,

of Leavenworth in the County of Douglas and State of Kansas, of the first part, and

Emily P. Grimes

of the second part:

Witnesseth, That the said part iv of the first part, in consideration of the sum of Two hundred DOLLARS,

to 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 iv of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Beginning at a point four hundred and ninety four and one eighth 494 1/8 feet north of the south west corner of the north east quarter of section number thirty three in township number twelve N South of Range number eighteen East and running thence north five hundred and twenty and four fifths 524 4/5 feet, thence east one thousand and four hundred feet, thence south six hundred and twenty and four fifths 624 4/5 feet, thence west one thousand and four hundred feet to place of beginning being twelve acres of land.

with the appurtenances and all the estate, title and interest of the said part iv of the first part therein. And the said part iv of the first part do hereby covenant

and agree that at the delivery hereof they are the lawful owners of 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 Two hundred Dollars, according to the terms of one certain promissory note, this day executed by the said

Arin O. Chapman and O. K. Chapman to the said part iv of the second part. Said note being given for the sum of Two hundred Dollars,

dated February 28th 1901 due and payable in Five year from 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 iv 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 premises insured in favor of the said mortgagee, in the sum of at least two hundred DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the part iv of the first 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 described 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, 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 iv of the second part, and all sums paid by the part iv of the second part for insurance, shall be due and payable or not at the option of the part iv of the second part; and it shall be lawful for the part iv of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part iv of the second part her 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 part iv of the second part her making such sale on demand, to the said part iv of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part iv of the first part have hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Arin O. Chapman (SEAL)

O. K. Chapman (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of February A. D. 1901, before me

L. H. Correl a Notary Public in and for said County and State came

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 June 28th 1905 L. H. Correl Notary Public

Filed for Record the 28th day of March A. D. 1901, at 3:50 o'clock P. M.

By Willie B. Chapman Deputy, L. H. Correl Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same like this day of March 1901

Emily P. Grimes
Register of Deeds