

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML. DUNNORTH BROS. CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this Sixth day of March in the year of our Lord one thousand nine hundred and one, between H. H. Swadley and Mary C. Swadley husband and wife of Belvoir in the County of Douglas and State of Kansas, of the first part, and

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight hundred and 700 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 party of the second part, him 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:

The southeast 1/4 (50) acres of the northwest quarter (4) of section seven (7) township 13 North (13) and Range 18 West (18) East of the Sixth Principal Meridian in Douglas County Kansas.

Res. Stamp \$1.00

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

H. H. Swadley and Mary C. Swadley 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 \$500.00 Eight hundred and 700 Dollars, according to the terms of but certain promissory note this day executed by the said H. H. Swadley and Mary C. Swadley to the said part of the second part. Said note being given for the sum of Eight hundred and 700 Dollars, dated March 6th 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 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 Two hundred and 700 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 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 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 him 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 of the second part him 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 of making such sale on demand, to the said first parties their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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

H. H. Swadley (SEAL)
Mary C. Swadley (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED That on this Sixth day of March A. D. 1901, before me John W. Lee a Notary Public in and for said County and State came H. H. Swadley and Mary C. Swadley husband and wife to me personally known to be the same persons 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 Dec 7th 1904 John W. Lee Notary Public

Filed for Record the 7th day of March A. D. 1901, at 5:05 o'clock P. M.

By Ellis B. Sopman Deputy. E. B. Sopman Register of Deeds.

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