

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML BORNWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 12th day of March in the year of our Lord one thousand nine hundred and between John D. Hansen and Emil Hansen his wife

of Clearfield in the County of Douglas and State of Kansas, of the first part, and E. W. Scott of Edgerton Kans. of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Four hundred (\$400.00) 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 of of the second part, his 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:

All of the east thirty (30) Acres of the south half of the south west quarter of section number eighteen (18) in Township number fourteen Range twenty one East of the 3rd P. M.

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said John D. Hansen and Emil Hansen his wife do themselves hereby covenant

and agree that at the delivery hereof they were the lawful owner 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 Four hundred (\$400.00) Dollars, according to the terms of one certain promissory note, this day executed by the said John D. Hansen and Emil Hansen his wife to the said part of of the second part. Said

note being given for the sum of Four hundred Dollars, dated March 12th 1911 numbered 651 due and payable in Three 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 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 One hundred and fifty DOLLARS,

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 insure the same at the expense of the part is 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 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 of the second part, and all sums paid by the part of of the second part for insurance shall be due and payable or not at the option of the

part of of the second part; and it shall be lawful for the part of of the second part, or his 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 of the second part, or his 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 John D. Hansen and or their heirs and assigns.

IN TESTIMONY WHEREOF, The said part is 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

John D. Hansen (SEAL)
Emil Hansen (SEAL)

State of Kansas, Johnson County, ss.

BE IT REMEMBERED, That on this 12 day of March A. D. 1911, before me D. R. Hale a Notary Public in and for said County and State came John D. Hansen and Emil Hansen his wife 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 July 15 1912 D. R. Hale Notary Public

Filed for Record the 13 day of March A. D. 1911, at 1⁴⁰ o'clock P. M.

By Lillie B. Sigman Deputy, G. F. Sigman Register of Deeds.

This following is, produced on the original instrument. The note herein described having been paid in full this mortgage is hereby released and the said property created hereunder is hereby returned to the said part of the said E. W. Scott.

Recorded Dec 12th 1913.
W. F. Sigman
Register of Deeds