

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML DODD WORTH BOOK CO., LEAVENWORTH, KAN., No. 1214

This Indenture, Made this fourth day of August in the year of our Lord one thousand nine hundred and twelve between Bernard Heshon and Emma C. Heshon his wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Adolph Rau of the second part:

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

to them duly paid, the receipt of which is hereby acknowledged, he vs 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:

Being a part of the south east quarter of section twenty nine township twelve north range twenty two in said County and State described as beginning at a point seventy hundred and sixty five feet east of the north west corner of the south half of the south east quarter of section twenty nine township twelve north range twenty two thence South six hundred and sixty six feet thence east two hundred and ninety three feet and one third thence north six hundred and sixty six feet thence west two hundred and ninety three feet and one third thence south six hundred and sixty six feet to beginning containing four and 1/10 acres more or less.

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

and agree that at the delivery hereof they are 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 Two hundred Dollars, according to the terms of but certain promissory note this day executed by the said Bernard Heshon and Emma C. Heshon to the said part is of the second part. Said

note being given for the sum of Two hundred Dollars, dated August 4th 1912 due and payable in Three year from date hereof, with interest

thereon from the date hereof 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 is 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 _____ 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 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 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 is of the second part, and all sums paid by the part is of the second part for insurance, shall be due and payable or not at the option of the part is of the second part, and it shall be lawful for the part is of the second part his executors, administrators and assigns, at any time hereafter, 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 is of the second part 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 surplus, if any there be, shall be paid by the part is of the second part making such sale on demand, to the said part is of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Bernard Heshon (SEAL)
Emma C. Heshon (SEAL)

State of Kansas, Wyandotte County, ss.

BE IT REMEMBERED, That on this 6th day of August A. D. 1912, before me F. F. Eckhart 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 May 11th 1914 F. F. Eckhart Notary Public

Filed for Record the 21st day of March A. D. 1913, at 9⁰⁰ o'clock AM

By Lillie B. Sopeman Deputy. G. M. Sopeman Register of Deeds.

In consideration of the sum of _____ Dollars
I hereby release the same this _____ day of _____ 1912.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Witness: Lillie B. Sopeman
Dep. Reg. of Deeds.