

MORTGAGE RECORD No. 40.

337

COUPON MORTGAGE—RAWL DODGEMORTH DOK CO., LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 28th day of May in the year of our Lord one thousand nine hundred and ten between J. H. Browning and Sarah M. Browning, his wife,

of Baldwin in the County of Douglas and State of Kansas, of the first part, and Michael Hill of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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 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:

Begin at a point forty rods north of south west corner of south east quarter of section twenty seven (27) Township fourteen (14) Range twenty (20) thence east forty (40) rods north twenty (20) rods West forty (40) rods; south twenty (20) rods to beginning containing 5 acres more or less

with the appurtenances and all the estate, title and interest of the said part of of the first part therein. And the said parties 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 Four hundred Dollars, according to the terms of and certain promissory note, this day executed by the said parties of the first part

to the said part of of the second part. Said note being given for the sum of Four hundred dollars dated May 20 1911 due and payable in Three years from date thereof, 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 Five 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 of 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 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 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 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 parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Witness to Mark

and

J. H. Browning

J. H. Browning (SEAL)

Sarah M. Browning (SEAL)

State of Kansas, Douglas County, ss.

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

a Notary Public in and for said County and State came J. H. Browning and Sarah M. Browning 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 Nov. 4 1901 James Brooks Notary Public

Filed for Record the 22 day of May A. D. 1901, at 11 o'clock A. M.

By Lillie B. Chapman Deputy. L. B. Chapman Register of Deeds.

The following is endorsed on the original instrument. My wife Sarah M. Browning having been previously in fault this mortgage is hereby released and the same is hereby cancelled. This instrument being of May 20, 1911, by J. H. Browning and Sarah M. Browning. Michael Hill.

Recorded May 20, 1911. J. H. Browning. Register of Deeds.