

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAUL DODSWORTH MOORE CO., LEAVENWORTH, KAN., NO. 1204

This Indenture, Made this 17th day of August in the year of our Lord one thousand nine hundred and ninety between Thomas Lee and Eliza, his wife

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

Mrs. Elizabeth H. McDougall

of the second part:

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

The north east quarter of section Twelve (12) Township Thirtieth (13) Range
Seventeenth (17)

with the appurtenances and all the estate, title and interest of the said parties 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 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 Eight hundred Dollars,

according to the terms of one 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 Eight hundred Dollars,

dated Aug-17-1904 due and payable in Five 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 _____ 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 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 of 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 of of the second part making such sale on demand, to the said Thomas Lee, his

heirs and assigns.

IN TESTIMONY WHEREOF, The said part of 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

Geo. A. Banks Thomas Lee (Seal)

Eliza Lee (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of August A. D. 1904, before me

Geo. A. Banks a Notary Public in and for said County and State came

Thomas Lee and Eliza Lee, 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 Nov. 27 1904 Geo. A. Banks Notary Public

Filed for Record the 17th day of Aug A. D. 1904, at 4 o'clock P. M.

By Willie B. W. Johnson Deputy. L. B. Johnson Register of Deeds.

All notes herein described as being loaned in full this mortgage
 as being loaned and the first party hereby created discharge
 as appears by record and this is a copy of same as filed by McDougall
 at Leavenworth, Kansas, Nov. 27, 1904.
 Geo. A. Banks, Notary Public
 for County of Douglas, Kan.

Recorded Jan 28th 1905
 W. B. Johnson
 Register of Deeds.