

# MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LAWL EDDENWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204.

Lord one thousand nine  
and wife  
as, of the first part, and  
second part:  
eration of the sum of  
DOLLARS,  
grant, bargain, sell and  
d situated in the County  
of west half  
of section  
herely covenant  
nd indefeasible estate of  
st all claims whatsoever.  
Dollars,  
of the second part. Said  
Dollars,  
date thereof, with interest  
ne first part hereby agree  
misses insured in favor of  
DOLLARS,  
curring penalties, interests  
alties, interest and costs  
rked premises, and shall  
interest thereon, or the  
whole principal of said  
y have been paid by the  
not at the option of the  
ors and assigns, at any  
ely waived or not at the  
from such sale to retain  
making such sale, and the  
and Abner A.  
the day and year last  
(SEAL)  
(SEAL)  
A. D. 190/ , before me  
wife  
of the same.  
ritten.  
Notary Public  
M.  
Register of Deeds.

The following is recited by the original instrument:  
The note herein described having been paid in full  
the mortgage is hereby released and the lien hereby  
created is discharged. This release was made this 18th day of  
Feb. 6, 1904.  
Ernie Fishburn.

This Indenture, Made this twelfth day of Sept in the year of our Lord one thousand nine hundred and one between John B. Hood and Martha S. Hood, husband and wife of Appanowee in the County of Douglas and State of Kansas, of the first part, and Anna Fishburn of Appanowee Kansas of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Six hundred & 75/100 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 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 northwest quarter (1/4) of the south west quarter (1/4) of section thirteen (13) Township fifteen (15) Range Seventeen (17) East of the 6th P.M.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said John B. Hood and Martha S. Hood do herely 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 Six hundred & 75/100 Dollars, according to the terms of that certain promissory note this day executed by the said John B. Hood, and Martha S. Hood to the said part of the second part. Said note being given for the sum of Six hundred & 75/100 Dollars, dated September twelfth 1901 due and payable in five year 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 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 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 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 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 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 surplus, if any there be, shall be paid by the part of making such sale on demand, to the said John B. Hood and Martha S. Hood, 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  
John B. Hood (SEAL)  
Martha S. Hood (SEAL)

State of Kansas, County of Douglas County, ss.  
BE IT REMEMBERED, That on this 12th day of Sept A. D. 190/ , before me J. W. Stetler a Notary Public in and for said County and State came John B. Hood and Martha S. Hood, 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 1 1903 J. W. Stetler Notary Public

Filed for Record the 14th day of Sept A. D. 190/ , at 7 o'clock A. M.  
By Willie B. Bowman Deputy, E. B. Bowman Register of Deeds.

Received Feb 23 1907  
U. W. Crumpton  
Register of Deeds