

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK FIDELITY TRUST CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this Eighteenth day of September in the year of our Lord one thousand nine hundred and one between Charles E. Stanwix, a single man,

of Virland in the County of Douglas and State of Kansas, of the first part, and D. H. Hawley

of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Thirteen hundred DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, he ✓ sold and by these presents do ✓ grant, bargain, sell and mortgage to the said part y 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:

The north part of the south west quarter of section number One (1) in Township number Thirteen (13) South of Range number Eighteen (18) East of the Sixth (6th) Principal Meridian and containing Eighty (80) Acres more or less.

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

and agree that at the delivery hereof he is 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 he 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 Thirteen hundred Dollars, according to the terms of One certain promissory note this day executed by the said

Charles E. Stanwix to the said part y of the second part. Said note being given for the sum of Thirteen hundred Dollars, dated September 18th 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 y 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 Seven hundred 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 y making such sale on demand, to the said party of the first part, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

D. H. HawleyCharles E. Stanwix (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.BE IT REMEMBERED, That on this 21st day of September A. D. 1901, before meD. H. Hawley

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 Jan 26th 1905 D. H. Hawley Notary Public

Filed for Record the 21st day of Sept. A. D. 1901, at 5³⁰ o'clock P.M.

By Willis B. Chapman Deputy.

W. B. Chapman

Register of Deeds.

Received Oct. 2-1901
 the mortgage was duly recorded
 and the same is hereby acknowledged
 by the mortgagee
 D. H. Hawley
 Notary Public
 in and for Douglas County, Kansas