

MORTGAGE RECORD No. 40.

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COUPON MORTGAGE—BANK OF KANSAS, LEAVENWORTH, KAN., No. 1244

This Indenture, Made this Twentieth day of September in the year of our Lord one thousand nine hundred and one between Anthony Luty a single man

of Decatur Supr in the County of Douglas and State of Kansas, of the first part, and

of the second part:

Witnesseth, That the said part if of the first part, in consideration of the sum of Fifteen Hundred DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and mortgage to the said part if 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 south west quarter of section number thirty five in Township number Eleven N South of Range number Seventeen E of the Sixth Principal Meridian and containing one hundred and sixty 160 Acres more or less.

with the appurtenances and all the estate, title and interest of the said part if of the first part therein. And the said party of the first part

do 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 Fifteen hundred Dollars,

according to the terms of and certain promissory note this day executed by the said Anthony Luty

note being given for the sum of Fifteen hundred Dollars, dated September 10th 1901 due and payable in Five years from date hereof, 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 if 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 if 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 if of the second part, and all sums paid by the part if of the second part for insurance, shall be due and payable or not at the option of the part if of the second part; and it shall be lawful for the part if 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 if 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 if making such sale on demand, to the said party of the first part his heirs and assigns.

IN TESTIMONY WHEREOF, The said part if of the first part ha do hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

P. H. Correll

Anthony Luty

(SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of September A. D. 1901, before me

P. H. Correll

a Notary Public in and for said County and State came

Anthony Luty a single man

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 P. H. Correll Notary Public

Filed for Record the 28th day of Sept. A. D. 1901, at 4¹⁵ o'clock P. M.

By Ellis B. Schuman Deputy. E. B. Schuman Register of Deeds.

The following is endorsed on the original instrument.
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created is discharged.

As witness my hand this 12th day of September A. D. 1912.

John Jarvis

By Frank E. Banks, his attorney in fact.

Recorded May 18th 1902

Paul E. Hollenbeck

Register of Deeds