

# MORTGAGE RECORD No. 40.

COUPON MORTGAGE - FINE POSTER FOR CO. LEAVENWORTH, KAN., No. 17014

This Indenture, Made this Fourth day of January in the year of our Lord one thousand nine hundred and two between A. M. Bowen and Mary Bowen his wife of Gideon P.O. in the County of Douglas and State of Kansas, of the first part, and Thomas C. Jones of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 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:  
All of north half of the north west quarter of section number Twenty two in Township number Thirteen 13 south of Range number nineteen 19 east of the county road running north and south through said quarter section.

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 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 Three hundred Dollars, according to the terms of but certain promissory note this day executed by the said A. M. Bowen and Mary Bowen to the said part of the second part. Said note being given for the sum of Three hundred Dollars, dated January 4<sup>th</sup> 1902 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 is 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 parties 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 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 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 of making such sale on demand, to the said parties of the first part their heirs and assigns.

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

Signat, Sealed and Delivered in Presence of  
A. M. Bowen (SEAL)  
Mary Bowen (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 4<sup>th</sup> day of January A. D. 1902, before me P. H. Cores a Notary Public in and for said County and State, came A. M. Bowen and Mary Bowen his 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 added my official seal on the day and year last above written.  
My commission expires Jan. 26<sup>th</sup> 1905 P. H. Cores Notary Public

Filed for Record the 4<sup>th</sup> day of Jan A. D. 1902 at 4 o'clock P. M.

By Lillie B. Copman Deputy. G. B. Schman Register of Deeds.

The following is Endorse on the original instrument  
This note having been duly paid the full  
this mortgage is hereby released and the lien thereby created  
is hereby withdrawn and the same is hereby  
cancelled as witness my hand this 16<sup>th</sup> day of May 1903. J. B.  
J. B. Jones

Received July 16<sup>th</sup> 1903  
J. B. Jones