

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LIME, DOUGLASS, MOORE CO., LEAVENWORTH, KAN., No. 1294.

This Indenture, Made this 13th day of January in the year of our Lord one thousand nine hundred and two between Catherine Benson and Oliver P. Benson, her husband,

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

W. H. Hamilton

of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of One hundred and twenty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he ve sold and by these presents do grant, bargain, sell and mortgage to the said part of 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:

Commencing at the north east corner of the south east quarter of section No. Thirty two Township No. Thirteen of Range No. Twelve, thence running west one hundred and fifty rods, thence south and west side, thence east one hundred and fifty rods, thence north sixteen rods, to the place of beginning, containing Eight Acres more or less.

with the appurtenances and all the estate, title and interest of the said part is 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 One hundred and twenty five 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 is of the second part. Said note being given for the sum of One hundred and twenty five Dollars, dated Jan'y 13th 1902 due and payable in five years year 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 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 One DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and insure the same at the expense of the part is 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 is of the second part, and all sums paid by the part is of the second part for insurance, shall be due and payable or not at the option of the part is of the second part; and it shall be lawful for the part is 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 is 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 is making such sale on demand, to the said parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part is 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

Catherine Benson (SEAL)
Oliver Benson (SEAL)

State of Kansas, County of Douglas County, ss.

BE IT REMEMBERED, That on this 13 day of January A. D. 1902, before me James Brooks a Notary Public in and for said County and State came Catherine Benson and Oliver P. Benson, her husband,

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 Nov. 5 1905 James Brooks Notary Public

Filed for Record the 14 day of Jan A. D. 1902 at 2³⁰ o'clock P. M.

By Lillie B. Solomon Deputy. G. P. Solomon Register of Deeds.

The following is returned on the original instrument.
 8123, cc. Lawrence, Kansas, 5/27/05.
 Receiver of Catherine Benson and Oliver Benson, the wife of Oliver Benson.
 mortgaging to the same of her husband and twenty five Dollars.
 in full satisfaction of the within Mortgage W. H. Hamilton.
 Recorded May 29th 1905.
 C. C. Chapman, Register of Deeds.