

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - BANK OF THE SOUTH CO. LEAVENWORTH, KAN. - No. 1211

This Indenture, Made this Eleventh day of March in the year of our Lord one thousand nine hundred and two between George W. Simpson, a single man

of Chilton Township in the County of Douglas and State of Kansas, of the first part, and Frank E. Hickerich of the same place

of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of One hundred and twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part 2 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 west two (2) acres, of the following described tract of land: Thirty and 7/8 (30 7/8) acres in the north west quarter 108 section 26, Eighth (8) Township 7N, Chilton (15) south, of Range 10E, Township 7N, described as follows to wit:
Commencing at the north east corner of said quarter section, thence
running south six (6) chains to a kaparua creek, thence by the corner
of the channel, up Kaparua creek to a point eleven (11) chains
and twenty five (25) links, east of the west line of said quarter
section, thence north twenty eight (28) chains and fourteen (14) links
to the north line of said quarter section, thence east by the north line
twenty seven (27) chains and twenty three (23) links to place of
beginning

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said George W. Simpson

do hereby covenant and agree that at the delivery hereof 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 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 his certain promissory note this day executed by the said George W. Simpson

to the said part 2 of the second part. Said note being given for the sum of One hundred and twenty five Dollars, dated March 11th 1902 due and payable in three 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 1 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 the insurable value of the buildings thereon 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 1 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 1 of the second part, and all sums paid by the part 1 of the second part for insurance, shall be due and payable or not at the option of the part 2 of the second part; and it shall be lawful for the part 1 of the second part his executors, administrators and assigns, at any time hereafter, 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 1 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 1 making such sale on demand, to the said George W. Simpson heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 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

George W. Simpson (Seal)
(Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 11 day of March A. D. 1902, before me James Brooks a Notary Public in and for said County and State came George W. Simpson

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 November 5 1905 James Brooks Notary Public

Filed for Record the 11 day of March A. D. 1902 at 9³⁰ o'clock AM.

By Lillie B. Cornum Deputy. G. B. Sopman Register of Deeds.

C. W. Release See Page 416 Page 372