

COUPON MORTGAGE—KANSAS—EASTERN BOND CO., LEAVENWORTH, KAN., No. 1294

This Indenture, Made this Fifteenth day of April in the year of our Lord one thousand nine hundred and two between Walter S. Mordie, a single man,

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Garnis Allan L.

of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Fifteen hundred 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 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:

That part of the south five acres of the west twenty acres of the east forty acres of the north half of said south east quarter of section number six in Township number fourteen N Range number twenty E lying east of the Right of Way as taken by & for the Lawrence Lawrence and Lawrence Railway Company, also the west half of 15 acres of the east thirty four 55 acres of the south half of the east half quarter of section number six in Township number fourteen N Range number twenty E East of the south 6th Principal Meridian.

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

part of the first part

do not 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 his certain promissory note this day executed by the said

note being given for the sum of Fifteen hundred Dollars, dated April 15th 1902 due and payable in two 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 of 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 thousand 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 of 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of 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 of 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 of making such sale on demand, to the said part of of the first part, he heirs and assigns.

IN TESTIMONY WHEREOF, The said part of 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

B. H. Corcoran

Walter S. Mordie

(SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of April A. D. 1902, before me

B. H. Corcoran

a Notary Public in and for said County and State came

Walter S. Mordie, 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 added my official seal on the day and year last above written.

My commission expires Jan. 26th 1905 B. H. Corcoran Notary Public

Filed for Record the 15th day of April A. D. 1902 at 1¹⁵ o'clock M.

By Ellie B. Seaman Deputy.

E. B. Seaman

Register of Deeds.

Lord one thousand nine

as, of the first part, and

second part:

deration of the sum of

DOLLARS,

grant, bargain, sell and

and situated in the County

thirty and 2

fourth of the

to wit:

low, thereof

is the center

(u) chains

d quarter

(u) links

the north line

place of.

herely covenant

and indefeasible estate of

just all claims whatsoever.

to five Dollars,

Chimpeon

of the second part. Said

Dollars,

date thereof, with interest

ance shall be void if such

the first part hereby agree

emises insured in favor of

DOLLARS,

curring penalties, interests

ualties, interests and costs

cribed premises, and shall

st interest thereon, or the

he whole principal of said

ay have been paid by the

or not at the option of the

ators and assigns, at any

reby waived or not at the

g from such sale to retain

making such sale, and the

al the day and year last

known (SEAL)

(SEAL)

A. D. 1902, before me

of the same.

written.

Notary Public

M.

manus

Register of Deeds.

This mortgage is recorded on the original instrument. The note, herein described having been paid in full this mortgage is hereby released and the lien hereby created is extinguished. As witness my hand this 20 day of May, A.D. 1904.

Recorded April 20th 1904
 W. H. Seaman, Jr.
 Register of Deeds.