

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML. DODD WORTH BOOK CO., LEAVENWORTH, KAN., No. 1201

This Indenture, Made this 12<sup>th</sup> day of April in the year of our Lord one thousand nine hundred and two between George A. Dewe and Dow M. Dewe, both unmarried

of \_\_\_\_\_ in the County of Douglas and State of Kansas, of the first part, and  
B. S. Drake

— of the second part:

Witnesseth, That the said part *is* of the first part, in consideration of the sum of One Thousand DOLLARS.

to them duly paid, the receipt of which is hereby acknowledged, have not sold and by these presents do not grant, bargain, sell and mortgage to the said party of the second part, their 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:

of \_\_\_\_\_ Douglas \_\_\_\_\_ and State of Kansas, described as follows, to wit:

The north half of north west quarter of section thirty (30) Township Twelve (12)  
Range Thirteen (13) East of the 6<sup>th</sup> R.M.

with the appurtenances and all the estate, title and interest of the said part <sup>is</sup> of the first part therein. And the said \_\_\_\_\_

\_\_\_\_\_ 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.

[illegible]

note being given for the sum of \_\_\_\_\_ Dollars,  
dated \_\_\_\_\_ due and payable in \_\_\_\_\_ 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 upon the thereto attached, and as is hereinafter specified. And the said parties 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 of said taxes and penalties, interests and costs at the same rate as the expense of the payment of the first part and the expense of such taxes and accruing penalties, interests and costs shall be paid by the said mortgagor.

and costs, shall be paid by said mortgagor, and shall 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 assessing penalties and interest and costs thereon remaining unpaid, or which may have been paid by the part of the second party, and all sums paid by the part of the second party for insurance, shall be due and payable or may at the option of the

part—of the second part—and it shall be lawful for the part<sup>ies</sup> 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 of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale to retain

operation of the part one or the second part one of the present administration of 1862, and out of the income arising therefrom such sum to cover 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 expenses, if any therebe, shall be paid by the part is making such sale on demand, to the said parties of the first part.

overplus, if any there be, shall be paid by the part<sup>ies</sup> making such sale on demand, to the said *James M. Smith*  
 \_\_\_\_\_ 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.

-Signed, Sealed and Delivered in Presence of-

*Edward A. Davis* (Seal)

John W. Dewar (SEAL)  
John W. Dewar (SEAL)


State of Kansas, Douglas County, ss.

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

\_\_\_\_\_  
*Geo. A. Rankin* a Notary Public in and for said County and State came  
*Geo. A. Rankin and Joseph Bond his unmarried*

George W. Lewis and Mary W. Lewis, both unmarried  
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 <sup>subscribed</sup> set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov. 27 1904  Geo. C. Davies Notary Public

10" 21.4 5.0 2.0

Filed for Record the 15 day of April A. D. 1902 at 5 o'clock P. M.

By Wm. R. Gorman Deputy. Y. H. Schuman,  
Register of Deeds.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same 1988  
13<sup>th</sup> day of Sept. 1904.  
C. T. Brown

Attest Attestation  
Register of Deeds.