

COUPON MORTGAGE—CARL DODSWORTH LOOK CO., LEATSWORTH, KAN., No. 1244

This Indenture,

Made this fourteenth day of February in the year of our Lord one thousand nine hundred and one between A. R. Rumsey a single man, H. C. Rumsey, a single man, and J. C. Rumsey a single man, of Winfield in the County of Douglas and State of Kansas, of the first part, and A. M. Pratt and E. M. Pratt of the second part:

Witnesseth,

That the said parties of the first part, in consideration of the sum of Five Thousand 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 ies of the second part, them 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 that part of the north east fractional quarter of section number four & w. Township number fourteen N. Range number twenty 20 E. of the Sixth & Principal Meridian lying west of the right of way of the Southern Kansas Rail Road, and all that part of the north east fractional quarter of section number four & w. Township number fourteen N. Range number twenty 20 E. lying east of the public road running through said land.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part do hereby covenant

and agree that at the delivery hereof they 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 Five Thousand Dollars, according to the terms of one certain promissory note this day executed by the said A. R. Rumsey, H. C. Rumsey and J. C. Rumsey to the said part ies of the second part. Said

note being given for the sum of Five Thousand Dollars, dated February 14 1901 due and payable in Five 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 ies 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 Five Thousand 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 ies 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 ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not at the option of the

part ies of the second part; and it shall be lawful for the part ies of the second part their heirs, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, apportionment hereby waived or not at the option of the part ies of the second part their 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 ies making such sale on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies 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 Edw. Thomsen

A. H. Correll A. R. Rumsey (SEAL)

J. C. Rumsey (SEAL)

State of Kansas, Douglas County, ss. J. C. Rumsey

BE IT REMEMBERED, That on this 14 day of February A. D. 1901, before me A. H. Correll a Notary Public in and for said County and State came A. R. Rumsey a single man, H. C. Rumsey a single man, J. C. Rumsey 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 affixed my official seal on the day and year last above written.

My commission expires Jan. 26 1902 A. H. Correll Notary Public

Filed for Record the 14 day of April A. D. 1902, at 5 o'clock P. M.

By Ellis B. Seaman Deputy, E. B. Seaman Register of Deeds.

Lord one thousand nine

unmarried

as, of the first part, and

second part:

consideration of the sum of

DOLLARS,

grant, bargain, sell and

nd situated in the County

of Douglas (12)

of the second part: Said

Dollars,

date hereof, with interest

the first part hereby agree

omises insured in favor of

DOLLARS,

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part ies of the second part; and it shall be lawful for the part ies of the second part their heirs, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, apportionment hereby waived or not at the option of the part ies of the second part their 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 ies making such sale on demand, to the said parties of the first part, their heirs and assigns.

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

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By Ellis B. Seaman Deputy, E. B. Seaman Register of Deeds.

For argument see 13th p. 617

Recorded June 30, 1901

Upd. 1901-02-09

Register of Deeds

The following is endorsed on the original instrument.

One note, payable to order of said parties of the first part, in the sum of Five Thousand Dollars, dated February 14, 1901, due and payable in Five 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 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 Five Thousand 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 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not at the option of the parties of the second part; and it shall be lawful for the parties of the second part their heirs, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, apportionment hereby waived or not at the option of the parties of the second part their 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 parties making such sale on demand, to the said parties of the first part, their heirs and assigns.

Witness my hand and seal this 16th day of June A. D. 1901.

Edw. Thomsen

Notary Public