

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—KANSAS, DOUGLASS COUNTY, KANSAS, No. 12941

This Indenture, Made this twelfth day of February in the year of our Lord one thousand nine hundred and two between John Dunn a widower of Kidron P.O. in the County of Douglas and State of Kansas, of the first part, and Charles W. Rowan of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Eleven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do he 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:

East half of the north west quarter of section thirty two 32 Township Thirteen 13 Range Nineteen 19 East, also the west half 60 acres of the north east quarter of section thirty two 32 Township Thirteen 13 Range Nineteen 19 East and the north half of the west 60 1/2 acres of the south east quarter of section thirty two 32 Township Thirteen 13 Range Nineteen 19 East and the north half of the east 60 1/2 acres of the south west quarter section thirty two 32 Township Thirteen 13 Range Nineteen 19 East and commencing eleven 11 rods west of the north east corner of the south west quarter of section thirty two 32 Township Thirteen 13 Range Nineteen 19 East south one hundred and sixty 160 rods, thence west eleven 11 rods, thence north one hundred and sixty 160 rods, thence east eleven 11 rods to place of beginning

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 he 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 Eleven Hundred \$100 Dollars, according to the terms of his certain promissory note this day executed by the said

John Dunn to the said part of of the second part. Said note being given for the sum of Eleven Hundred Dollars, dated February 28th 1902 due and payable in Five 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 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 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 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 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 the first part; his 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
L. H. Correll John Dunn
(SEAL) (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of February A. D. 1902, before me L. H. Correll a Notary Public in and for said County and State came

John Dunn a widower 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 given my official seal on the day and year last above written.

My commission expires Jan. 26th 1905 L. H. Correll Notary Public

Filed for Record the 3rd day of May A. D. 1902, at 2:40 o'clock P.M.

By Lillie B. Cosman Deputy, L. B. Cosman Register of Deeds.
Recorded Mar 18th 1905 This Mortgage is hereby released and the lien thereby created discharged. Witness my hand this 6th day of March A.D. 1905.
W. O. Armstrong Maria L. Lewis.
Register of Deeds. Attest Frank M. Hoffman.
Frank M. Hoffman.

our Lord one thousand nine hundred and two between John Dunn a widower of Kidron P.O. in the County of Douglas and State of Kansas, of the first part, and Charles W. Rowan of the second part:

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By Lillie B. Cosman Deputy, L. B. Cosman Register of Deeds.
Recorded Mar 18th 1905 This Mortgage is hereby released and the lien thereby created discharged. Witness my hand this 6th day of March A.D. 1905.
W. O. Armstrong Maria L. Lewis.
Register of Deeds. Attest Frank M. Hoffman.
Frank M. Hoffman.

Recorded May 5th 1902 -
By W. O. Armstrong
Register of Deeds.
This mortgage is
discharged and the
lien thereon is
cancelled.