

# MORTGAGE RECORD No. 40.

our Lord one thousand nine  
his wife,  
ausas, of the first part, and  
the second part:  
consideration of the sum of  
DOLLARS,  
grant, bargain, sell and  
land situated in the County  
Block number  
ice, Douglas  
herely covenant  
and indefeasible estate of  
against all claims whatsoever.  
five Dollars,  
of the second part. Said  
Dollars,  
our date of roof, with interest  
conveyance shall be void if such  
of the first part hereby agree  
premises insured in favor of  
DOLLARS,  
accruing penalties, interests  
penalties, interests and costs  
described premises, and shall  
erest interest thereon, or the  
the whole principal of said  
may have been paid by the  
or not at the option of the  
administrators and assigns, at any  
time hereby waived or not at the  
from such sale to retain  
of making such sale, and the  
first part, then  
seal the day and year last  
is (Seal)  
is (Seal)  
A. D. 1902, before me  
is  
ion of the same.  
ve written.  
is Notary Public  
a M.  
aman,  
Register of Deeds.  
estment  
will this mortgage  
charged.  
1897  
cies.

The following is enclosed on the original instrument  
The Note bearing date of January 1st 1902, in full  
This mortgage is given in full payment of said note  
as witnessed by and this 19th day of February A. D. 1902.  
Recorded Feb 19 1902.  
W. W. Williamson,  
Register of Deeds.

COUPON MORTGAGE - SAME DOWNTOWN HOME CO., LEAVENWORTH, KAN., No. 1041

This Indenture, Made this the third day of July in the year of our Lord one thousand nine  
hundred and two between Marguerite Ganty and Mathias Ganty, husband and wife  
of Willow Springs, Tex. in the County of Douglas and State of Kansas, of the first part, and  
\_\_\_\_\_ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twelve Hundred DOLLARS,  
to them 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 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 south west quarter (1/4) of the north west quarter (1/4) of section  
No. seven (7) in Township No. Fourteen (14) of Range No. Twelve (12)  
and the north west quarter (1/4) of the north east quarter (1/4)  
of section No. Twenty (20) in Township No. Fourteen (14) of Range  
No. Twelve (12) and also Lots Nos. Sixteen (16) Seventeen (17) and  
Twenty (20) in the Town of Vinland according to the official plat  
of said town now on file in the office of the Register of Deeds  
in said County of Douglas.

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said  
Marguerite Ganty and Mathias Ganty do herely covenant  
and agree that at the delivery hereof they are the lawful owners 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 Twelve Hundred Dollars,  
according to the terms of one certain promissory note this day executed by the said Marguerite Ganty and  
Mathias Ganty to the said part of of the second part. Said  
note being given for the sum of Twelve Hundred Dollars,  
dated July 3rd 1902 due and payable in July 3rd 1904 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 is 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 accruing penalties, interests and costs  
and costs, and insure the same at the expense of the part is 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 is 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 parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part is of the first part has hereunto set their hand and seal the day and year last  
above written.  
Signed, Sealed and Delivered in Presence of  
\_\_\_\_\_  
Marguerite Ganty (Seal)  
Mathias Ganty (Seal)

State of Kansas, Douglas County, ss.  
BE IT REMEMBERED, That on this 3 day of July A. D. 1902, before me  
James Brooks a Notary Public in and for said County and State came  
Marguerite Ganty and Mathias Ganty, husband and wife,  
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 subscribed my name and added my official seal on the day and year last above written.  
My commission expires Nov 5 1905 James Brooks Notary Public  
Filed for Record the 3rd day of July A. D. 1902 at 4 o'clock P. M.  
By Ellie R. Soiman Deputy. E. R. Soiman Register of Deeds.