MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 12041.

This Indenture, Made this 23d day of January in the year of our Lord one thousand nine hundred and three between William E. Turner and Sarah A. Turner his wife

of Media in the County of Douglas and State of Kansas, of the first part, and Kate F. Lewis of Ithaca, New York of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred 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 party of the second part, her 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 one hundred acres of the South East Quarter of Section No Twelve and the South East quarter of South west quarter of Section No Twelve, and the East one half of North West Quarter of Section No Thirteen, all in Township Fifteen, Range Eighteen, containing Two hundred and Twenty acres

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby 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 except of 500 sold to Lewis on the South of NE the West and E ½ of E ½ of NW in Sec 13 Township 15 Rg 11 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 one certain promissory note this day executed by the said Parties of the first Part to the said party of the second part. Said note being given for the sum of Fifteen Hundred Dollars, dated Jany. 23rd 1903 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 ten 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 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 One 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 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part her 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 party of the second part her 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 party making such sale on demand, to the said Parties of the first Part heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand 3 and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

William E. Turner (SEAL)
Sarah A. Turner (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23 day of Jany A. D. 1903, before me a Notary Public in and for said County and State came W. E. Turner and Sarah A. Turner his 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov 5th 1905 (L.S.) James Brooks *Notary Public*

Filed for Record the 26th day of January A. D. 1903, at 2 20 o'clock P M.

A.W. Armstrong *Register of Deeds.*

By *Deputy.*

Recorded Feb. 15-1903
A.W. Armstrong Reg of Deeds.
By Geo. E. Armstrong Dep.

The within mortgage has been fully paid and satisfied this 10 day of Dec. 1907
Witness my hand, this 10 day of Dec. 1907
Fletcher H. Lewis, Administrator of the estate of
Alexander Lewis, Deceased.
(Per Compromise Settlement Sup. Ct. No. 5453)