

MORTGAGE RECORD No. 40.

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COUPON MORTGAGE - FIRST NATIONAL BANK OF KANSAS, INC., KANSAS CITY, MO.

This Indenture, Made this Second day of February in the year of our Lord one thousand nine hundred and three between Noah A. Eberhart and Mary E. Eberhart his wife

of Laurance in the County of Douglas and State of Kansas, of the first part, and E. J. Eager of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred fifty (\$750) 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 y 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 North West quarter of the North East quarter of Section Number Ten 10 and the South East quarter of the North East quarter of the North West quarter of Section Number Ten 10 and the South half of the North East quarter of the North East quarter of the North West quarter of Section Number Ten 10 all in Township Number Fifteen 15 South of Range Number Nineteen 19 East of 6th P. M. and containing fifty five acres more or less.

with the appurtenances and all the estate, title and interest of the said part of the first part thereof. 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 warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Seven Hundred and fifty Dollars,

according to the terms of one certain promissory note this day executed by the said Noah A. Eberhart and Mary E. Eberhart to the said part y of the second part. Said note being given for the sum of Seven Hundred and fifty Dollars, dated February 2nd 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 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 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 Seven Hundred 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 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 upon 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part 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 part y 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 part y making such sale on demand, to the said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

L. H. Moore Noah A. Eberhart
Mary E. Eberhart

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of February A. D. 1903, before me L. H. Moore a Notary Public in and for said County and State came Noah A. Eberhart and Mary E. Eberhart his wife to me personally known to be the same person s 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. 26th 1905 L. H. Moore Notary Public

Filed for Record the 1st day of February A. D. 1903, at 2⁵⁵ o'clock P. M.

By J. L. Bowman Deputy. A. W. Armstrong Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 26th day of February 1903 E. J. Eager

Albert C. W. Armstrong Register of Deeds