

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SALT DOG NORTH ROCK CO., LEATSWORTH, KAN., No. 1211.

This Indenture, Made this 10th day of February in the year of our Lord one thousand nine hundred three between Albert M. Rundle and his wife Mary Rundle

of Oversbrook in the County of Osage and State of Kansas, of the first part, and Richard A. Hicks

of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Five Thousand DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party 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:

West 1/2 of the North 1/2 of Section 14 of Township 15 N. of Range 18 E. of the 6th Principal Meridian. Also the East 1/2 of the North 1/2 of Section 14 of Township 15 N. of Range 18 E. of the 6th Principal Meridian and containing in the west 240 acres

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 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 Five Thousand 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 \$5000 Five Thousand Dollars, dated February 12th 1903 due and payable in March 1st 1908 year 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 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 \$1000 One Thousand 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 insure the same at the expense of the party 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 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 party 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 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 has hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Albert M. Rundle (SEAL)
Mary Rundle (SEAL)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 12th day of February A. D. 1903, before me the undersigned a Notary Public in and for said County and State came

Albert M. Rundle and his wife Mary Rundle 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 my hand and added my official seal on the day and year last above written.

My commission expires Dec 12th 1906 M. E. Urie Notary Public

Filed for Record the 14th day of March A. D. 1903, at 8:15 o'clock A. M.

By J. L. Lowman Deputy, W. H. Armstrong Register of Deeds.

State of Kansas
County of Osage
Recorded March 19 1903
J. L. Lowman
Deputy Register of Deeds

This mortgage was duly recorded in the office of the Register of Deeds of the County of Osage, Kansas, on the 19th day of March, 1903, at 8:15 o'clock A. M. and the same is hereby certified correct. As witness my hand and seal this 19th day of March, 1903.