

# MORTGAGE RECORD No. 40.

411

COUPON MORTGAGE—BANK OF KANSAS, KANSAS CITY, MO., No. 1294

## This Indenture, Made this

16<sup>th</sup> day of March in the year of our Lord one thousand nine

hundred thirteen between W. E. Harding and Cora B. Harding his wife

of Douglas in the County of Douglas and State of Kansas, of the first part, and

Elizabeth Barry

of the second part:

Witnesseth, That the said part us of the first part, in consideration of the sum of

Six Hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> 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 Southeast Quarter of the Southeast Quarter of Section Number (2) Town of Township Fourteen (14) Range Fourteen (14) East of the Sixth Principal Meridian.

with the appurtenances and all the estate, title and interest of the said part us 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 Six 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 part y of the second part. Said

note being given for the sum of \$600 Six Hundred Dollars,

dated March 16<sup>th</sup> 1903 due and payable in March 1-1908 year, 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 us 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 insure the same at the expense of the part y 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

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 y 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

heirs and assigns.

IN TESTIMONY WHEREOF, The said part us of the first part ha<sup>ve</sup> hereunto set their hand and seal the day and year last

above written.

Signed, Settled and Delivered in Presence of

\_\_\_\_\_ W. E. Harding (SEAL)

\_\_\_\_\_ Cora B. Harding (SEAL)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of March A. D. 1903, before me

the undersigned a Notary Public in and for said County and State came

W. E. Harding and Cora B. Harding husband and wife

to me personally known to be the same persons 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 Dec 14 1906

M. E. Urie Notary Public

Filed for Record the 18<sup>th</sup> day of March A. D. 1903, at 8<sup>00</sup> o'clock A. M.

By J. C. Lowman Deputy.

A. W. Armstrong Register of Deeds.

The following is a true and correct copy of the original mortgage as recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 18th day of March, 1903, at 8 o'clock A.M. This mortgage was recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 12th day of March, 1903, at 12 o'clock P.M. 1903. Elizabeth Barry

Recorded June 17-1906. All claims. By J. C. Lowman. By J. C. Lowman.