

MORTGAGE RECORD No. 40.

COUPON, MORTGAGE - BANK OF THE NORTH DAKOTA CO. - 1900, No. 1211

This Indenture, Made this 22nd day of April in the year of our Lord one thousand nine hundred thirteen between Laura B. Powell and Edward B. Powell her husband

of Laurance in the County of Douglas and State of Kansas, of the first part, and Miss Celacy Munk of Bolonia, Illinois of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six 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 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:

Commencing at North West corner of Section No. Ten (10) Township No. Thirteen (13) South of Range No. Twenty (20) East of the 6th P.M. Ansel. Line East Forty (40) and two thirds (2/3) rods; thence South One hundred and nine (09) rods to center of road; thence North full lot by along center of road to a chain of said Section No. Ten (10) thence North on west line of Section No. Thirteen (13) beginning at a school site belonging to School District No. Sixteen (16) containing thirty one acre more or less.

with the appurtenances and all the estate, title and interest of the said part ee 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 Six Hundred Dollars, dated April 20th 1903 due and payable in ten Eight hundred and ten 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 ee 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 and accruing penalties, interests and costs, and insure the same at the expense of the part ee 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 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 therein 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 ee 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, appraisalment 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 surplus, 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 ee of the first part have hereunto set their hand s and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Laura B. Powell (SEAL)
Edward B. Powell (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of April A. D. 1903, before me James Brooks a Notary Public in and for said County and State came Laura B. Powell and Edward B. Powell her husband 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 November 5 1905 James Brooks Notary Public

Filed for Record the 23rd day of April A. D. 1903, at 4⁴⁰ o'clock P M.

By J. B. Gannon Deputy. A. W. Armstrong Register of Deeds.

The following is extracted from the original instrument.
This note is hereby acknowledged having been signed by the parties
The mortgage is hereby acknowledged the day and year last above written.
Created this day of April 22nd 1903
by September 23rd 1905.
Miss Celacy Munk.

Recorded Sept 28th 1905.
A. W. Armstrong,
Register of Deeds.