

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE-LAWL DODGE BROS CO. LEAVENWORTH, KAN. No. 1011

This Indenture, Made this 8<sup>th</sup> day of May in the year of our Lord one thousand nine hundred and thirteen (1913) between Oscar E. Votaw and Elizabeth L. Votaw his wife

of Endora in the County of Douglas and State of Kansas, of the first part, and James M. Davis of St. Louis Missouri of the second part:

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

The Northwest quarter of Section twenty seven 27 Township Thirteen (13) Range Twenty one (21) except the following described part of said quarter Section, to-wit: Commencing at the Northwest corner of said Section, thence East along the section line three hundred and twenty five (225) feet, thence South One hundred and forty five (145) feet, thence West One hundred and ninety five (195) feet, thence South five (5) feet, thence West five (5) feet, thence South One hundred and twenty (120) feet, thence West One hundred and twenty five (125) feet, thence North One hundred and seventy (170) feet to the place of beginning

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said

Oscar E. Votaw and Elizabeth L. Votaw 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 Four thousand Dollars, according to the terms of one certain promissory note this day executed by the said

Oscar E. Votaw and Elizabeth L. Votaw to the said party of the second part. Said note being given for the sum of Four thousand Dollars,

dated Endora, Kas. May 8<sup>th</sup> 1913 due and payable in three years 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 Four 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 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 6 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 of the second part making such sale on demand, to the said

parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Oscar E. Votaw (SEAL)

Elizabeth L. Votaw (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of May A. D. 1913, before me Charles A. Hill a Notary Public in and for said County and State came

Oscar E. Votaw and Elizabeth L. Votaw

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 July 14<sup>th</sup> 1914 Charles A. Hill Notary Public

Filed for Record the 9<sup>th</sup> day of May A. D. 1913, at 11<sup>05</sup> o'clock A M.

By J. L. Lowman Deputy.

W. L. Armstrong Register of Deeds.

The instrument is endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 10th day of May, A. D. 1913.

e a Hill  
(For Assignment See Book 57 Page 460)

Recorded May 25 1914  
May 25 1914  
Register of Deeds