

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SALT SPRING NORTH ROCK CO. LEAVENWORTH, KAN., No. 1704.

This Indenture, Made this Sixteenth day of May in the year of our Lord one thousand nine hundred and three between Joseph C. Walter a single man

of Leocompton in the County of Douglas and State of Kansas, of the first part, and E. Anderson

of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Fourteen Hundred 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:

The North East quarter of Section Number Eight in Township Number Twelve South of Range Number Eighteen East of the Sixth Principal Meridian and containing One Hundred Sixty One acre more or less

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

party of the first part do hereby covenant

and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 Fourteen Hundred Dollars,

according to the terms of one certain promissory note this day executed by the said Joseph C. Walter to the said party of the second part. Said

note being given for the sum of Fourteen Hundred Dollars, dated May 16th 1903 due and payable in one 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 party 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 at least 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 surplus, if any there be, shall be paid by the party of the second part making such sale on demand, to the said

party of the first part his heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

E. Anderson

Joseph C. Walter (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16th day of May A. D. 1903, before me

D. H. Corcoran a Notary Public in and for said County and State came

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 hereto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 26th 1905 D. H. Corcoran Notary Public

Filed for Record the 16th day of May A. D. 1903, at 2¹⁰ o'clock P. M.

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

(The following is endorsed on the original instrument)
The note herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. As witness my hand this 16th day of May A. D. 1903.

E. Anderson

William Docking

Recorded Sept. 16th 1904

David L. Lowman

Register of Deeds.

Geo. C. Wright