

## MORTGAGE RECORD No. 40.

COUPON, MORTGAGE—SANDS &amp; NORTH BROS. CO., LEAVENWORTH, KAN., No. 1241

This Indenture, Made this Twenty first day of July in the year of our Lord one thousand nine hundred and three between David H. Lewis and Jane Lewis his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Gavin Allan of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 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 West quarter of the North East quarter of Section Number Thirteen (13) in Township Number Twelve South, of Range Number Nineteen 19 East and containing Forty (40) acres more or less.

with the appurtenances and all the estate, title and interest of the said part 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 Hundred Dollars,

according to the terms of one certain promissory note this day executed by the said David H. Lewis and Jane Lewis to the said part of the second part. Said note being given for the sum of Five Hundred Dollars, dated July 21<sup>st</sup> 1903 due and payable in ten Five years 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 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 Five Hundred DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and insure the same at the expense of the parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not at the option of the parties of the second part; and it shall be lawful for the parties of the second part his executors, administrators and assigns, at any time hereafter, 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 parties 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 parties of the second part making such sale on demand, to the said parties of the first part his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

L. H. Corse David H. Lewis (SEAL)  
Jane Lewis (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of July A. D. 1903, before me L. H. Corse a Notary Public in and for said County and State came

David H. Lewis and Jane Lewis his 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 Jan 26<sup>th</sup> 1905 L. H. Corse Notary Public

Filed for Record the 22<sup>nd</sup> day of July A. D. 1903, at 10<sup>00</sup> o'clock A. M.

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

This following is enclosed on the original instrument.  
The gold silver certificate given by Gavin Allan in full this mortgage  
has been returned to him by Gavin Allan and is hereby discharged.  
Witness my hand and seal this 26<sup>th</sup> day of July A. D. 1904.  
Attest L. H. Corse

Recorded July 24<sup>th</sup> 1904.  
Attest J. L. Lowman  
Register of Deeds.