

MORTGAGE RECORD No. 40.

439

COUPON MORTGAGE—SAND DOWNSHIP BOX CO., LEAVENWORTH, KAN., No. 1244

This Indenture,

Made this 15th day of December in the year of our Lord one thousand nine hundred and three between Richard Oswald and his wife Kate Oswald

of Willow Springs, Tex. in the County of Douglas and State of Kansas, of the first part, and Louis Hodge of the same place

of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Eight 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, 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 West half (1/2) of the South East Quarter (1/4) of Section No. Twenty-seven (27) in Township No. Fourteen (14) of Range No. Nineteen (19) East of the 10th. Kansas

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

dated Lawrence, Kansas, December 15, 1903 due and payable in Five year t 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 part ies 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 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 part y 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 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 ies 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

Richard Oswald (SEAL)

Kate Oswald (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of December A. D. 1903, before me

Wm. T. Sinclair a Notary Public in and for said County and State came

Richard Oswald and Kate Oswald his wife

to me personally known to be the same person subscribed name why 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 15 1904 Wm. T. Sinclair Notary Public

Filed for Record the 22nd day of January A. D. 1904, at 3:22 o'clock P.M.

By J. C. Loomans Deputy. A. W. Armstrong Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this _____ day of _____

In consideration of full payment of the within mortgage I hereby release the same this _____ day of _____

all Wm. Sinclair
Register of Deeds

Lord one thousand nine

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DOLLARS,

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(SEAL)

(SEAL)

D. 1903, before me

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then,

Notary Public

P.M.

long

Register of Deeds.