

MORTGAGE RECORD No. 40.

449

COUPON MORTGAGE - BANK OF THE STATE OF KANSAS, CHICAGO, ILL., No. 1244

This Indenture, Made this 6th day of June in the year of our Lord one thousand nine hundred 1905 between Albert Mitchell and wife Malinda A. Mitchell

of Republic city in the County of Republic and State of Kansas, of the first part, and

S. W. Jones of Lawrence, Douglas County, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirtyfour 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 party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Republic and State of Kansas, described as follows, to wit:

The East one half of the Northwest one quarter of section eight, Township thirtyfour, Range twenty east of sixth principal Meridian, Subject to an unpaid balance of \$400.00 not mortgage given to D. D. Eddy Dec 25, 1900. Recorded in book 57 P. 54.

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

Albert Mitchell and wife 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 Thirtyfour Hundred Dollars, according to the terms of no certain promissory note this day executed by the said

Albert Mitchell and wife to the said party of the second part. Said note being given for the sum of Thirtyfour Hundred Dollars,

dated June sixth due and payable in March 11th 1905 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 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 _____ 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 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 first part making such sale on demand, to the said Albert Mitchell 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

Albert Mitchell (SEAL)
Malinda A. Mitchell (SEAL)

State of Kansas, Republic County, ss.

BE IT REMEMBERED, That on this 6th day of June A. D. 1905, before me

S. W. Jones a Notary Public in and for said County and State came Albert Mitchell and Malinda A. Mitchell

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 25 1905 S. W. Jones Notary Public

Filed for Record the 8th day of June A. D. 1905, at 2⁵⁵ o'clock P M.

By D. W. Armstrong Deputy. Register of Deeds.

This mortgage is subject to the original instrument. The mortgagee is hereby notified that the time for the payment of the mortgage is hereby extended to the 11th day of March 1905. S. W. Jones, Notary Public, Lawrence, Kansas.