

MORTGAGE RECORD No. 40.

465

COUPON MORTGAGE—SAME FORTWORTH BOOK CO., LEATHEWORTH, KAN., No. 1244

This Indenture, Made this 24th day of February in the year of our Lord one thousand nine hundred and five between Rich Alt and Elizabeth Alt, Husband and wife of Love Star in the County of Douglas and State of Kansas, of the first part, and

E. J. Kilkey of the second part.

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

Two 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 fractional quarter of Section Nineteen (19) Township
Twelve (12) of Range Thirteen (13), less the Southwest Forty (40)
acres and less three fourths (3/4) of an acre in the Northwest
corner added to church.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Rich Alt and Elizabeth Alt his wife

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 encumbrances, 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 Two thousand Dollars,

according to the terms of one certain promissory note this day executed by the said Rich Alt and Elizabeth Alt his wife to the said party of the second part. Said

note being given for the sum of Two thousand Dollars,

dated February 24th 1905 due and payable in March 1st 1910 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 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 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 first 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 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

Rich Alt. (SEAL)

Elizabeth Alt. (SEAL)

State of Kansas, Orego County, ss.

BE IT REMEMBERED, That on this 25th day of February A. D. 1905, before me

the undersigned a Notary Public in and for said County and State came Rich Alt and Elizabeth Alt Husband and wife

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 Dec. 12 1906 H. E. Vane Notary Public

Filed for Record the 25th day of February A. D. 1905, at 2⁰⁰ o'clock A M.

By Chas. B. Armstrong Deputy. C. W. Armstrong Register of Deeds.

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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 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 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 first 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 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

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Elizabeth Alt. (SEAL)

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My commission expires Dec. 12 1906 H. E. Vane Notary Public

Filed for Record the 25th day of February A. D. 1905, at 2⁰⁰ o'clock A M.

By Chas. B. Armstrong Deputy. C. W. Armstrong Register of Deeds.

The following is contained on the original instrument
The note herein appearing being paid in full the mortgage
is hereby released and the same hereby entered and discharged
As witness my hand, this 26th day of February, 1906
J. F. Bailey, Secretary

Recorded March 7th 1906
H. E. Vane
Register of Deeds.