

MORTGAGE RECORD No. 40.

COUPON MORTGAGE--LAML BUSHWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 29th day of March in the year of our Lord one thousand nine

hundred And five between Sylvester Stull, and Mary B. Stull, his wife
of Acumpton in the County of Douglas and State of Kansas, of the first part, and
Wm Macferraw.

of the second part:

Witnesseth, That the said part cell of the first part, in consideration of the sum of Sixteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he cell 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 South West Fractional quarter of Section Thirty (30) Township Twelve (12) Range Eighteen (18) Containing 152 7/100 Acres. More or less. And the South fractional half of the North West Fractional quarter of Section Thirty (30) Township Twelve (12) Range Eighteen (18) Containing Sixty Six.7 0/100 Acres. More or less.

with the appurtenances and all the estate, title and interest of the said part ^{is} of the first part therein. And the said Sylvester Stull, and Mary B. Stull, his 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 Sixteen hundred, Dollars, according to the terms of one certain promissory note, this day executed by the said Sylvester Stull.

And Mary B. Stull, her wife, to the said part 7 of the second part. Said note being given for the sum of Sixteen hundred and No/100 Dollars, dated March 27, 1907, due and payable in five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupon 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 10 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 mortgage, in the sum of One thousand and No/100 DOLLARS.

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the part 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 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 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, appraisal-ment 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 surplus, if any there be, shall be paid by the part y making such sale on demand, to the said parties of the first part heirs heirs and assigns.

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

Signal, Sealed and Delivered in Presence of

C. H. Tucker.

Sylvester, Stull. (SEAL)

Mary B. Stull. (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 29th day of March A. D. 1905, before me

A. F. Flinze, a Notary Public in and for said County and State came
Sylvester Stull, and Mary B. Stull, his 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 April 10th 1907  A. F. Flinn Notary Public

Filed for Record the 29th day of March A. D. 1905, at 3¹⁰ o'clock P. M.

By _____ Deputy. Register of Deeds.

The following is discharge on the original instrument.
The note, bearing described having been paid in full the mortgage
is hereby released and the first three hundred dollars discharged.
Witness my hand this 6th day of October, A.D. 1890.
You, Magistrate.

Recorded Nov 10th 1906.
C. W. Armstrong,
Register of Deeds.