

MORTGAGE RECORD No. 40.

COUPON MORTGAGE-SAWL PODSWORTH ROCK CO., LEAVENWORTH, KAN., No. 12711

This Indenture, Made this 12th day of April in the year of our Lord one thousand nine hundred five between Bazael Wright (a widower) of Lake View in the County of Douglas and State of Kansas, of the first part, and

Witnesseth, That the said party of the first part, in consideration of the sum of Six Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 Bradford and State of Kansas, described as follows, to wit: Lot 1 & 11 & 12

of Douglas and State of Kansas, described as follows, to wit:

All of Lot one (1) in South East quarter $\frac{1}{4}$, of Section Six (6) Township Twelve (12) Range Nineteen (19) Twp South & Right of Way of U. S. & S. P. R.R. Containing Eighteen (18) acres more or less also $\frac{1}{2}$ The North half $\frac{1}{2}$ of the North East quarter $\frac{1}{4}$, Section Seven (7) Township twelve (12) Range Nineteen (19) Less the South one (1) acre of the West thirty (30) acres of North East quarter $\frac{1}{4}$, of said North East quarter $\frac{1}{4}$ of said Section Seven (7) Also Less the North four (4) acres of the East one (1) acre of said North half $\frac{1}{2}$, of North East quarter $\frac{1}{4}$, of said Section Seven (7) in all aggregating Eighty four (84) acres more or less.

with the appurtenances and all the estate, title and interest of the said part of of the first part therein. And the said Reynold Wright do 25 hereby covenant and agree that at the delivery hereof he is 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 he 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

according to the terms of _____
Bezeliah Wright to the said part *7* of the second part. Said _____ Dollars,
 note being given for the sum of _____
 dated *April 12 - 1910* due and payable in *Three* *year* 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 part *7* 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 and accruing penalties, interests and costs, and insure the same at the expense of the part 1 of the first part, and the expense of such taxes and 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 in the payment of the interest thereon, or shall not pay the same assessed on said premises, or if the insurance is not kept up thereon, then this covenant 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 1 of the second part, and all sums paid by the part 1 of the second part for insurance, shall be due and payable or not at the option of the part 1 of the second part; and it shall be lawful for the part 1 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 hereby waived or not at the option of the part 1 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 1 making such sale on demand, to the said

IN TESTIMONY WHEREOF, The said part of the first part has hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

_____ (SEAL)

_____ (SEAL)

State of Kansas, Douglas County, ss. 21

BE IT REMEMBERED, That on this 12th day of April A. D. 1905, before me

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 Jan. 13- 1909 *Geo. O. F. Long* Notary Public

Filed for Record the 12 day of April A. D. 1905 at 10³⁰ o'clock A. M.

By Eli O. Armstrong Deputy, A. W. Armstrong Register of Deeds.

The following is extract on the original instrument.
The Note herein presented having been paid in full
this Mortgage is hereby is cancelled & the like thereby created
Discharge & Witness my hand this 1st July 1881.
Wm. Macfarlane
Attest H. S. Clarke.

Recorded July 1st 1805
Geo. Crisafory
Register of Deeds.