

## MORTGAGE RECORD No. 40.

COUPON-MORTGAGE-SAME INFORMATION AS CO. 12123456789, MAY, No. 1234

This Indenture, Made this 22<sup>nd</sup> day of April, 1905 in the year of our Lord one thousand nine hundred and five between Elma Johnson (a widow)

of Leecompton in the County of Douglas and State of Kansas, of the first part, and Wm. C. Cliff and Co. (a firm of Leecompton Kansas) of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of One Hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part ies of the second part, their 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:

Beginning at the North East Corner of the NE 1/4 of Section Thirty Six Township 23 N. Range Seventeen E. Thence West 40 rods, thence South 40 rods, thence East 40 rods, thence North 40 rods, to place of beginning containing 16 Acres.  
(This mortgage is given subject to a prior mortgage to the State Bank of Leecompton, Kansas for the sum of \$1235.00 with 8% interest from date dated April 1st, 1905. And due on Jan'y 1st 1906.)

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said Elma Johnson

do hereby covenant and agree that at the delivery hereof She 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 She 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 One hundred and no/100 Dollars, according to the terms of One certain promissory note this day executed by the said Elma Johnson

to the said part ies of the second part. Said note being given for the sum of One hundred and no/100 Dollars, dated April 22<sup>nd</sup> 1905 due and payable in Eight Months year from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereon attached. And this conveyance shall be void if such payment be made as in said note and coupons thereon attached and as is hereinafter specified. And the said part 1 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 None 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 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 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 parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the parties of the second part their 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 making such sale on demand, to the said first Party, her heirs heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has hereunto set her hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Elma Johnson (SEAL)

State of Kansas, Douglas County, ss.

BETTER REMEMBERED, That on this 22<sup>nd</sup> day of April A. D. 1905, before me D. Baughman a Notary Public in and for said County and State came

Elma Johnson 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 June 6<sup>th</sup> 1906 D. Baughman Notary Public

Filed for Record the 31<sup>st</sup> day of May A. D. 1905, at 8<sup>45</sup> o'clock A. M.

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

In consideration of full payment of the within mortgage I hereby release the same this 22<sup>nd</sup> day of April, 1905, by Elma Johnson a widow of the first part.

Attest W. C. Cliff and Co. Register of Deeds.