

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - RAWL INSURANCE CO. LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 14th day of June in the year of our Lord one thousand nine hundred and five between Henry Wacker Guardian of Frank Henry Wacker a minor of Douglas and State of Kansas, of the 1st part, and Carl H. F. Wacker and Louisa Wacker his wife of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Twelve hundred (\$1200.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and mortgage to the said part 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: North West Quarter (1/4) of the South West quarter (1/4) and the West half (1/2) of the South West quarter (1/4) of the South West quarter (1/4), Section Sixteen (16) Township Fourteen (14) Range Nineteen (19). Also the North East quarter (1/4) of the North East quarter (1/4) and the South half (1/2) of the North East quarter (1/4), Section Twenty (20) Township Fourteen (14) Range Nineteen (19).

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Henry Wacker as Guardian do hereby covenant and agree that at the delivery hereof 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 Twelve hundred (\$1200.00) Dollars, according to the terms of one certain promissory note this day executed by the said Henry Wacker as such Guardian to the said part of the second part. Said note being given for the sum of Twelve hundred (\$1200.00) Dollars, dated June 14th 1905 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 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 of the first part hereby agrees 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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, appraisement hereby waived or not at the option of the part 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 overplus, if any there be, shall be paid by the part of making such sale on demand, to the said Henry Wacker his heirs and assigns.

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 Henry Wacker Guardian (SEAL)

State of Kansas, Douglas County, ss.
BE IT REMEMBERED, That on this 14th day of June A. D. 1905, before me Henry H. Asher a Notary Public in and for said County and State came Henry Wacker Guardian of Frank Henry Wacker 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 Apr-8- 1907 Henry H. Asher Notary Public

Filed for Record the 14th day of June A. D. 1905, at 6:00 o'clock P. M.

By C. W. Ames Deputy, Register of Deeds.

The above is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds, Leavenworth, Kan., and is hereby certified and attested by me, the Register of Deeds, on this 27th day of June A. D. 1905.
Carl H. F. Wacker
Louisa Wacker
Henry Wacker

Recorded Nov 27 1911
Walter L. Lawrence
Register of Deeds

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