

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAND FORD NORTH DAKOTA CO. 1911—EAST DAKOTA, S.D. No. 1211

This Indenture, Made this first day of June in the year of our Lord one thousand nine hundred and five between Edward G. Dieter & Minnie C. Dieter, Husband and Wife of Leecompton in the County of Douglas and State of Kansas, of the first part, and John E. Wagner of Leecompton, Kansas of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Six Hundred and no DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do do grant, bargain, sell and mortgage to the said part of 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:

West one half (1/2) of the South west quarter (1/4) of Section twenty-four (24) Township twelve (12) range seventeen (17) all in Douglas County Kansas

with the appurtenances and all the estate, title and interest of the said part of of the first part therein. And the said Edward G. and Minnie C. Dieter do do hereby covenant

and agree that at the delivery hereof they 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 Six Hundred and no Dollars, according to the terms of no certain promissory note, this day executed by the said Edward G. and Minnie C. Dieter to the said part of of the second part. Said note being given for the sum of Six Hundred and no Dollars, dated June 1st 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 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 accruing penalties, interests and costs, and insure the same at the expense of the part of 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 part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of 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, appraisement hereby waived or not at the option of the part of 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 overplus, if any there be, shall be paid by the part of making such sale on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part of 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

Edward G. Dieter (SEAL)
Minnie C. Dieter (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 8th day of June A. D. 1905, before me W. L. McAttee a Notary Public in and for said County and State came

Ed. Dieter and Minnie C. Dieter 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 7th 1909 W. L. McAttee Notary Public

Filed for Record the 22nd day of July A. D. 1905, at 11th o'clock AM M.

Deputy.

W. W. Armstrong Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 8th day of June 1905. J. E. Wagner

Attest: Minnie C. Dieter W. L. McAttee Notary Public

For assignment see book 48 page 1.