

MORTGAGE RECORD No. 40.

493

COUPON MORTGAGE—PAUL DUGAN, WITH BOOK CO., LEAVENWORTH, KAN., NO. 1201.

This Indenture, Made this Twenty Second day of September

in the year of our Lord one thousand nine

hundred and five between

Jesse D. Mettaker and Edna Mettaker (his wife)
of Rose Star in the County of Douglas
Martha T. Randall.

and State of Kansas, of the first part, and

of the second part:

Three Thousand

Witnesseth, That the said part ies of the first part, in consideration of the sum of Three Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, her 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 East quarter (1/4) of Section fifteen (15) and North East quarter (1/4) of South West quarter (1/4) of Section Fourteen (14) all in Township Fourteen (14) Range Eighteen (18) East of the 6th P.M. Two hundred (200) Acres More or Less.

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

Jesse D. Mettaker and Edna Mettaker

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 Three Thousand Dollars, according to the terms of One certain promissory note, and ten coupons this day executed by the said

Jesse D. Mettaker and Edna Mettaker

to the said part y of the second part. Said

note being given for the sum of Three Thousand Dollars,

dated Sept 22nd 1905

due and payable in Five year s from date hereof, with interest

thereon from the date thereof until paid, according to the terms of said note and coupons and ten coupons 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 ies 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 One Thousand 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 ies 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 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 y 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 y of the second part. 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 y making such sale on demand, to the said

Jesse D. Mettaker his heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part ha ve hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

John M. Howlin

Jesse D. Mettaker

(SEAL)

Edna Mettaker

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 22nd day of September A. D. 1905, before me

John M. Howlin a Notary Public in and for said County and State came Jesse D. Mettaker and Edna Mettaker

to me personally known to be the same person s 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 11th 1907 (L.S.) John M. Howlin Notary Public

Filed for Record the 30th day of September A. D. 1905, at 11⁰⁰ o'clock A. M.

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

The following is endorsed on the original instrument:
The note herein described having been held in full, this mortgage is
hereby released and the lien thereon is hereby cancelled. Witness my hand
and seal of office this 10th day of December 1905.
John M. Howlin
Notary Public
Martha T. Randall

Recorded Jan 10 1911
H. J. Lawrence
Register of Deeds

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