

# MORTGAGE RECORD No. 40.

COUPON MORTGAGE - BANK OF NORTH DAKOTA CO. LEASED NORTH DAK. No. 1271

This Indenture, Made this 3rd day of October in the year of our Lord one thousand nine hundred and Five between John Horrell and L. S. Horrells his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and Francis Repurher of Douglas County. of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part 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:  
Being a part of South East quarter (1) of Section Thirty-three (33) Township Twentieth (20) Range Twentieth (20) East (Bounded as follows: Beginning at the South east corner of said Section Thence North on the East line Nine (9) chains, thence West parallel with the South line of said Section Six (6) chains and Twenty-five (25) links thence North 14 West two chains and Twenty-five (25) links to a stake, thence West parallel with the said South line thirty-three (33) chains and five (5) links to the west line of said quarter (1) section, thence South on the said West line Fourteen (14) chains and Fourteen (14) links to the South west corner of said quarter (1) thence East on the South line of said section to the first of corner Section 33) thence East on the South line of said section with the appearances and all the estate, title and interest of the said part of the first part therein. And the said  
John Horrell and L. S. Horrell

John Horrell and L. S. Horrell 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 One Thousand Dollars, according to the terms of one certain promissory note this day executed by the said John Horrell and L. S. Horrell to the said part of the second part. Said note being given for the sum of One Thousand Dollars, dated October 3rd 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 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 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 upon this mortgage upon the above described premises, and shall bear interest at the rate of ten 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 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 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 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 the second part making such sale on demand, to the said John Horrell his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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

John Horrell (Seal)  
L. S. Horrell (Seal)

State of Kansas, Douglas County, ss.

BE-IT REMEMBERED, That on this 3rd day of October A. D. 1905, before me John Horrell a Notary Public in and for said County and State came John Horrell and L. S. Horrell, wife 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 March 3, 1906 J. D. Leman Notary Public

Filed for Record the 5 day of Oct, A. D. 1905, at 11 o'clock A M.

By John E. Gansborg Deputy. Alb. Armstrong Register of Deeds.

The following is a true and correct copy of the original instrument as the same is recorded in the office of the Register of Deeds of Douglas County, Kansas, this 5th day of October, A. D. 1905.

Recorded - March 24th 1906  
Captioned - Northrup  
Register of Deeds