

## MORTGAGE RECORD No. 40.

**COUPON MORTGAGE**—SAMUEL DODD WORTH BOOK CO., LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 24<sup>th</sup> day of March in the year of, our Lord one thousand nine  
red hundred between P. B. Lewis and wife

of \_\_\_\_\_ in the County of Finley and State of Kansas, of the first part, and  
Geo. Wark & Company Traders of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS,

to her 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, his heirs and assigns forever, all that tract or parcel of land situated in the County of Donnell and State of Kansas, described as follows, to wit:

of Douglas and State of Kansas, described as follows, to wit:

Beginning at a point one thousand four hundred sixty nine and  $\frac{5}{8}$  feet (1469  $\frac{5}{8}$ ) East of the south west corner of the North East quarter of section three (3) Town twelve (12) Range eighteen (18) and running east thence three hundred forty six and  $\frac{1}{2}$  (346  $\frac{1}{2}$ ) feet thence north three hundred thirty (330) feet thence west three hundred forty six and  $\frac{1}{2}$  (346  $\frac{1}{2}$ ) feet thence East three hundred thirty (330) feet to the line of beginning: All in the North east quarter of section

three (3) and containing two acres and  $\frac{1}{4}$  (2  $\frac{1}{4}$ ) acres (2 25) more or less to the successors and heirs of the estate, title and interest of the said part of the first part therein. And the said

do hereby covenant  
and agree that at the delivery hereof E. H. Brown, the lawful owner of the premises above granted and seized of a good and indefeasible estate of fee simple absolute, shall hold his heirs and assigns without disturbance or molestation 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 Twenty Dollars, according to the terms of a certain promissory note this day executed by the said F. E. Lewis

note being given for the sum of 485 to the said part 7 of the second part. Said Dollars,

dated March 24 - 1995 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 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 \_\_\_\_\_ DOLLARS,

in some insurance company, satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and secure 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 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 part \_\_\_\_\_ making such sale on demand, to the said \_\_\_\_\_

IN TESTIMONY WHEREOF, The said part 1 of the first part have herunto set their hands and seal 3 the day and year last above written.

*Signed, Sealed and Delivered in Presence of*

Arthur Lewis

F. E. Lewis

(SEAL)

Flora Lewis

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of March A. D. 1903, before me

The undersigned \_\_\_\_\_ a Notary Public in and for said County and State came

*W. E. Solis and Flora Gaur*  
to me personally known to be the same person <sup>jointly and with persons</sup> 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 - 1905 J. B. D. Bruckman Notary Public

Filed for Record the 30 day of Oct., A. D. 1908, at 9 20 o'clock A M.

By E. J. Armstrong Deputy. A. J. Armstrong  
Register of Deeds.

The following is endorsed on the original instrument  
\$56. Leopoldine Kaiser Nov 22, 1908  
Received of J. E. Wagner for 25 Dollars The William Marsh McGowan  
the sum of \$56.00 and above Dollars in full satisfaction of the  
William McGowan  
Geo B. Wentz.

Recorded Nov 25<sup>th</sup> 1908  
Chas. W. Armstrong -  
Register of Deeds