

COUPON MORTGAGE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1731

This Indenture, Made this 31st day of October in the year of our Lord one thousand nine

hundred and five 1905 Between Eva C. Creel and T. C. Creel her husband
of _____ in the County of Douglas and State of Kansas, of the first part, and

Minnie Cross of said County of the second part:

Witnesseth, That the said party ^{of} the first part, in consideration of the sum of

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 party 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 fifty (50) acres of the North one hundred and ten

(110) acres of the North East quarter of Section twelve in

Township fourteen (14) & Range eighteen (18)

11/11/11

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

Eva C. Cuel and H. C. Cuel do hereby covenant

and agree that at the delivery hereof They are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance, to him, free and clear of all encumbrances; 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 Four Hundred Dollars,

according to the terms of one certain promissory note this day executed by the said
Eva E. Creel and H. L. Creel to the said part 7 of the second part. Said

note being given for the sum of Four Hundred Dollars,
dated October 31-1905 due and payable in Nov-1-1910, 1910 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

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

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 ¹ 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 an 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 1 of the second part; and it shall be lawful for the part 4 of the second part here 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

overplus, if any there be, shall be paid by the part y making such sale on demand, to the said Am. E. Greel her
heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year last above written.

Signal, Sent and Delivered in Presence of

_____ (SEAL)
 _____ (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 31 day of October, A. D. 1905, before me
James C. Baker
a Notary Public in and for said County and State, 426 Pearl Street

Notary Public in and for said County and State came E. P. Creel

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 5th 1907 *ELB* Henry A. Asher Notary Public

Pt

Filed for Record the 31 day of Dec. A. D. 1902, at 5 o'clock 1 M.

By Lee O. Armstrong Deputy. W. W. Conkley Register of Deeds.

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