

MORTGAGE RECORD No. 40.

505

COUPON MORTGAGE - BANK OF THE SOUTH CO., LEAVENWORTH, KAN., No. 1294

This Indenture, Made this 6th day of November in the year of our Lord one thousand nine hundred and nine between Charlotte Still a widow and Isaac H. Still (a single man) of the County of Douglas and State of Kansas, of the first part, and

W. C. Spalding of the second part: Witnesseth, that the said part 1st of the first part, in consideration of the sum of Six Hundred 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 2nd 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:

The South Fifty (50) acres of the East Half of the North east quarter (1/4) of Section No. Thirty-one (31) in Township No. Twelve (12) South of Range No. Eighteen (18) East of the Sixth (6th) Principal Meridian,

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said Charlotte Still and Isaac Still (a single man) 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 Six Hundred Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part

to the said part 2nd of the second part. Said note being given for the sum of Six Hundred Dollars, dated November 6th due and payable in Five 482.50 dollars each 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 1st 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 Six Hundred 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 1st 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 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 1st of the second part, and all sums paid by the part 1st of the second part for insurance, shall be due and payable or not at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd of the second part and executors, administrators and assigns, at any time hereafter, 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 2nd 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 2nd making such sale on demand, to the said Isaac H. Still his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st 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

B. B. Woodbury Charlotte H. Still (SEAL)
Isaac H. Still (SEAL)
State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 6th day of November A. D. 1909, before me W. C. Spalding a Notary Public in and for said County and State came Charlotte Still, a widow, and Isaac H. Still (a single man) 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 7th of April 1909 W. C. Spalding Notary Public

Filed for Record the 9 day of Nov. A. D. 1909, at 8⁰⁰ o'clock A. M.

By Elie C. Armstrong Deputy. W. C. Spalding Register of Deeds.

The following is a true and correct copy of the original mortgage as filed in the office of the Register of Deeds, Leavenworth, Kansas, on the 29th day of November, 1909, and the same is hereby certified to be a true and correct copy of the original mortgage as filed in the office of the Register of Deeds, Leavenworth, Kansas, on the 29th day of November, 1909.

Recorded Nov 29 1909
 Floyd L. Lawrence
 Register of Deeds.

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 including penalties, interests
 and costs, and insure the same at the expense of the part 1st 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 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 1st of the second part, and all sums paid by the part 1st of the second part for insurance, shall be due and payable or not at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd of the second part and executors, administrators and assigns, at any time hereafter, 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 2nd 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 2nd making such sale on demand, to the said Isaac H. Still his heirs and assigns.
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 (SEAL)
 (SEAL)
 A. D. 1909, before me
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 Notary Public
 M.
 Register of Deeds.