

# MORTGAGE RECORD No. 40.

507

COUPON MORTGAGE - NAME, EDWARD B. BOWEN CO., LEAVENWORTH, KAN., NO. 1244

This Indenture, Made this first day of November in the year of our Lord one thousand nine hundred and five between Adam Ritchie a single man over 21 years old of Leavenworth in the County of Douglas and State of Kansas, of the first part, and

Jess E. Hughes Cashier State Bank of Leavenworth, Leavenworth, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred and Seventy and 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do do grant, bargain, sell and mortgage to the said party of the second part, 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:

Beginning at a point one thousand four hundred and sixty nine 1/2 ft East of the South West corner of the North east quarter of Section Three (3) Township Twelve (12) Range Eighteen (18) and running thence east three hundred and forty six 1/2 feet thence North three hundred and thirty feet thence west three hundred and forty six 1/2 feet thence South three hundred and thirty feet of the place of beginning all being in the SE 1/4 of the NE 1/4 of section three containing 2 acres with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said

A. Ritchie

do do hereby covenant

and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, 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 four hundred & seventy (\$470.00) Dollars, according to the terms of two certain promissory notes this day executed by the said

A. Ritchie

to the said party of the second part. Said

note being given for the sum of \$400.00 and \$70.00 respectively Dollars,

dated Nov. 1st 1905 due and payable in \$400.00 per year 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 party 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 at least \$10,000 four hundred and seventy DOLLARS

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accuring penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accuring 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 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 accuring penalties and interest and costs thereon remaining unpaid or which may have been paid by the

party of the second part; and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the

party of the second part; and it shall be lawful for the party of the second part to execute, 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 party of the second part to execute, administrators and 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 party making such sale on demand, to the said A. Ritchie

heirs and assigns.

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

above written.

Signed, Sealed and Delivered in Presence of

Adam Ritchie (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of November A. D. 1905, before me

D. Vaughanman a Notary Public in and for said County and State came

A. Ritchie 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 June 6 - 1907 D. Vaughanman Notary Public

Filed for Record the 20 day of Nov. A. D. 1905, at 10 30 o'clock A M.

By Edw. C. Armstrong Deputy. Edw. C. Armstrong Register of Deeds.

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A. D. 1905, before me

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Notary Public

M.

Register of Deeds.

The following is enclosed on the original instrument  
The party herein described, having been paid in full the mortgage  
is hereby released and the lien thereby created is closed and  
will be paid by him on the 10th day of Oct. 1905.  
W. E. East, Cashier  
Attest, J. E. W. W. W. W.

Recorded Oct 17 1906  
W. E. East, Cashier  
Register of Deeds