

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - FIRST EIGHTH P.O. CO. LEAVENWORTH, KAN., No. 1241

Lord one thousand nine
M. F. Platt
as, of the first part, and

This Indenture, Made this 10th day of November in the year of our Lord one thousand nine hundred & five between Wiley L. Kiefer and Martha V. Kiefer of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

second part:
of the sum of DOLLARS, grant, bargain, sell and situate in the County

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 party 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:

Commencing at a point sixty (60) Rods due West of the North East corner of the South East quarter of Section one (1) in Township thirteen (13) of Range thirteen (13) thence running South Forty (40) Rods thence East Eighteen (18) Rods and Six (6) feet thence North forty (40) Rods thence West Eighteen (18) Rods and Six (6) feet to the place of beginning

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

hereby covenant and indefeasible estate of all claims whatsoever.

do hereby covenant, inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever.

Dollars, of the second part. Said Dollars,

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 This Grant is intended as a MORTGAGE to secure the payment of the sum of Three 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 party of the second part. Said note being given for the sum of Three hundred and no Dollars,

date hereof, with interest and shall be void if such he first part hereby agree

dated November 10th 1905 due and payable in five (5) 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 parties 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 Three hundred and no DOLLARS

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 party 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 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 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 party 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 party making such sale on demand, to the said parties of the first part their heirs and assigns.

and assigns, at any time hereby waived or not at the party of the second part 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 parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Signet, Sealed and Delivered in Presence of
T. A. Buddlestone
Wiley L. Kiefer
Martha V. Kiefer

State of Kansas, Jefferson County, ss.

BE IT REMEMBERED, That on this 16 day of November A. D. 1905, before me T. A. Buddlestone a Notary Public in and for said County and State came Wiley L. Kiefer and Martha V. Kiefer, husband and 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 January 24 - 1907 T. A. Buddlestone Notary Public

Filed for Record the 21 day of Nov. A. D. 1905, at 12 o'clock M.

By Elsie E. Armstrong Deputy. A. M. Armstrong Register of Deeds.

The following is endorsed on the original instrument: The note referred to herein has been paid in full, this mortgage is hereby released and the same is hereby created for no purpose whatsoever. Witness my hand this 28th day of November, 1905. Richard W. Carter. (This assigned see Book 42 Page 23)

A. B. 1905, before me
Notary Public

Register of Deeds.