

# MORTGAGE RECORD No. 40.

509

COUPON MORTGAGE - FIRST CUMPRIGHT BOOK CO. LEATON, MO. ST. LOUIS, MO. No. 1241

This Indenture, Made this 10<sup>th</sup> 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:

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 sell 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 nearly (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 South 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 therein. And the said parties of the first part

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 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, dated November 10<sup>th</sup> 1905 due and payable in five 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 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 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 of the second part, 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.

Signed, Sealed and Delivered in Presence of

T. A. Buddlestone Wiley L. Kiefer (SEAL)  
Martha V. Kiefer (SEAL)

State of Kansas, Jefferson County, ss.

BE IT REMEMBERED, That on this 10 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. U. Armstrong Register of Deeds.

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M. Platt

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Martha M. Platt

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(SEAL)

A. B. 1905, before me

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Notary Public

R. M.

Register of Deeds.

This following is endorsed on the original instrument: The State hereinover has been paid in full this mortgage for the principal and interest thereon. The mortgagee, Wiley L. Kiefer and Martha V. Kiefer, have assigned this mortgage to the State of Kansas, and the State of Kansas has assigned this mortgage to the State of Kansas. Witness my hand and seal this 20th day of November, 1905. E. H. Tucker (Notary assigned See Book 42 Page 23)

Recorded Dec 5 - 1905. W. H. Armstrong, Register of Deeds.