

MORTGAGE RECORD No. 40.

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COUPON MORTGAGE—LAWL ENLIGHTENED BOOK CO., LEAVENWORTH, KAN., No. 1204

This Indenture, Made this Tenth day of November in the year of our Lord one thousand nine hundred and five between Mary M. Powell and W. S. Powell (husband) of Baldwin in the County of Douglas and State of Kansas, of the first part, and

J. B. Nowlin of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Twenty five 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 of the second part, Five 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 West quarter (1/4) of Section Two (2) Township Fifteen (15) Range Eighteen

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Mary M. Powell and W. S. Powell 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 are 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 Twenty five Hundred Dollars, according to the terms of one certain promissory note, this day executed by the said

Mary M. Powell and W. S. Powell to the said part of the second part. Said note being given for the sum of Twenty five Hundred Dollars, dated November Tenth 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 part 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 Twenty five 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 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 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 of the second part; and it shall be lawful for the part 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 part 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 of the second part making such sale on demand, to the said M. M. Powell, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

W. S. Powell (SEAL)
Mary M. Powell (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17 day of Nov. A. D. 1905, before me

W. M. Clarke a Notary Public in and for said County and State came W. S. Powell and Mary M. Powell his wife to me personally known to be the same persons 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 May 15 1907 W. M. Clarke Notary Public

Filed for Record the 24 day of Nov. A. D. 1905, at 3:13 o'clock P. M.

By Elice E. Armstrong Deputy. E. W. Armstrong Register of Deeds.

This mortgage is returned on the original instrument. The mortgagee's certificate has been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 17th day of Nov. A. D. 1905.

Received May 11th 1918
Castille Notary
Register of Deeds