

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SOUTH EIGHTH MOORE CO. LEAVESWORTH, KAN. No. 1714

This Indenture, Made this 11th day of November in the year of our Lord one thousand nine hundred Five between Sarah F. Harris and E. P. Harris, her husband

of Leecompton in the County of Douglas and State of Kansas, of the first part, and

L. R. French of the second part:

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

Two thousand nine hundred (2,900) 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:

The East one half (1/2) of the South west quarter (1/4) of section twenty nine (29) Township

eleven (11) range eighteen (18) and Lot one three (3) in section 27, Township 11

range 18.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Sarah F. Harris

and E. P. Harris do and 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 Twenty Nine Hundred Dollars,

according to the terms of their certain promissory note this day executed by the said Sarah F. and

E. P. Harris to the said party of the second part. Said

note being given for the sum of Twenty Nine Hundred Dollars,

dated Nov. 10th 1905 due and payable in Five 1910 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 Six Hundred 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 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 executor, 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 Sarah F. and E. P. Harris, their

heirs and assigns.

IN TESTIMONY WHEREOF, The said party 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

Sarah F. Harris (SEAL)

E. P. Harris (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 11th day of November A. D. 1905, before me

a Notary Public in and for said County and State came

Sarah F. and E. P. Harris husband and wife

to me personally known to be the same person 2 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 April 10th 1907 E. P. Harris Notary Public

Filed for Record the 25 day of Nov. A. D. 1905, at 5⁵⁵ o'clock P. M.

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

This mortgage is recorded on the original certificate. After Nov. 11th when recorded having been previously recorded this mortgage is hereby released. After Nov. 11th day of November 1905, 1905. J. A. French

Recorded Feb. 5, 1906. U. S. Commissioner. Register of Deeds.