

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SINK ENDWORTH BOOK CO. LEAVENWORTH, KAN., No. 1214.

This Indenture, Made this 25<sup>th</sup> day of October in the year of our Lord one thousand nine hundred five between A. M. Rundle.

of Marion Twp in the County of Douglas, and State of Kansas, of the first part, and

The Watkins National Bank a Corporation of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty two hundred DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his successors 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 North half of the North East Quarter, 1/4 of NE 1/4 of Section Sixteen (16) Township Fifteen (15) Range Eighteen (18).

with the appurtenances and the estate, title and interest of the said part of the first part therein. And the said

A. M. Rundle.

do as 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 Twenty two hundred Dollars, according to the terms of one certain promissory note this day executed by the said A. M. Rundle

to the said party of the second part. Said

note being given for the sum of Twenty two hundred Dollars, dated October 25, 1905 due and payable in five years from date hereof, with interest thereon from the date hereof 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 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 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 successors, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part his successors, 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 party of the first part his 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

A. M. Rundle.

(SEAL)

Mary Rundle

(SEAL)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 21 day of Dec A. D. 1905, before me

J. R. Cordts a Notary Public in and for said County and State came A. M. Rundle and Mary Rundle Husband and Wife to me personally known to be the same person s 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 Nov 24<sup>th</sup> 1909. J. R. Cordts Notary Public

Filed for Record the 26<sup>th</sup> day of December A. D. 1905, at 10<sup>25</sup> o'clock A. M.

A. W. Armstrong.

Register of Deeds.

By Deputy.

(This mortgage is subject to the original instrument)

The title herein described is subject to all taxes and assessments levied and payable by the owner of the land hereon. As witness my hand this 25<sup>th</sup> day of October A. D. 1905.

Watkins National Bank  
J. R. Cordts President  
H. J. Tucker Cashier

Recorded Mar 2, 1911  
J. R. Cordts & Co.  
Register of Deeds