52 О. MORTGAGE RECORD No. 40. COUPON MORTGAGE-ALAL DOD-WORTH POR CO., LEAVENNOETH, KAN, N Lord one thousand nine day of December ____ in the year of our Lord one thousand nine This Indenture, Made this 15-24 between Paris De Witt and Emme De Will, his hundred and five mosouri sas, of the first part, and of Kamas Cily in the County of Tackerm and State of Kansas, of the first part, and second part: Willis K. Filks _ of the second part: leration of the sum of Three. Three and Jier Hundred and Fifty (\$ 3,250, 2) DOLLARS, them duly pid, the receipt of which is hereby acknowledged, has child and by these presents do grant, bargain, sell and DOLLARS grant, bargain, sell and d situated in the County he said part mortgage to t of the second part, _ ho heirs and assigns forever, all that tract or parcel of land situated in the County of done glas and State of Kansas, described as follows, to wit: Beginning at a point me not west of the worth-east corner n 36. do Thence of section thirty four (34) in township twelve (2) carry invelier worth yo B (1) east of the a P. M.; thence South filly eight (58) nodo; 1910 Thence west Thirty - nine rods. (31); thence would forty five rodo (45) 90 thence west-forty (40) rods; thense worth (103) one hundred there nodo, thence each seventy mine (1) rols to point if beginning with the appartenances and all the estate, title and interest of the said party or of the first part therein. And give said with the appartenances and all the estate, title and Interest of the said party or soit the first part thekin. And Paris De Well and Errora de Will, his wrife 36: ... hereby covenant Ber hereby covenant and agree that at the delivery hereof fury out, the lawful ownersof the premises above granted and soized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that fury will warrant and defend the supe against all claims whatsoever, and indefeasible estate of polch. st all claims whatsoever. inheritance therein, free and clear of all incumbrances, and that Lieg will warrant and defend the super against all claims whatevery the sum of These There and I are a MORTGAGE to secure the payment of the sum of These There and I are founded by what was according to the terms of elegen certain promissory notes this day executed by the said Paris De Witt and Erers 2 Cose Dollars, days of the second part. Said _ Dollars, 2 date hereof, with interest ance shall be void if such this on the he first part hereby agree payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parts e 3 of the first part hereby agree payment be made as in said note and compons thereto attached, and as is hereinafter specified. And the said parts - 3 of the first part hereby agree to pay all taxes assessed on said premises before any genatics or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mottgagee, in the sum of *Franklein Thranched*, and *Fifty* (1752, 2) DOLLARS in some insurance company satisfactory to said mottgagee, in default where it is said mortgage may pay the taxes and and accruing penalities, 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 penalities, 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 intere emises insured in favor of DOLLARS, ruing penalties, interests alties, interests and costs cribed premises, and shall st interest thereon, or the whole principal of said ay have been paid by the r not at the option of the .0. 1 the state rators and assigns, at any reby waived or not at the 00 g from such sale to retain making such sale, and the 2 e 220 heirs and assigns. IN TESTIMONY WHEREOF, The said part is of the first part have hereunto set their hand a and seal the day and year last al the day and year last above written. Signed, Scaled and Delivered in Presence of Paris De Witt . (SEAL) 00 (SEAL) Emma De Witt (SEAL (SEAL) State of Hinsan, Jackson County, ss. BE IT REMEMBERED, That on this IT day of December _A. D. 1905 , before me A. D. 1900, before me Man C Ingder Jonis De Witt and a Notary Public in and for said County and State came______ Comma J. Out his wife to me personally known to be the same person 3 who executed the foregoing instrument and duly acknowledged the execution of the same 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, vritten. My commission expires august 19" 1909 553 William C. Sny der Notary Public _Notary Public Ph. P. A. D. 1903, at 10 o'clock . M. Filed for Record the day of 80" М. all. armterns, Figure of Deals. Lorge . Register of Deeds. By Elsie &. Comstrong . Inputy.