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COUPON MORTGAGE—BANK OF NEW YORK AND TRUST CO., NEW YORK, N.Y., No. 12041

This Indenture, Made this 1<sup>st</sup> day of March in the year of our Lord one thousand nine hundred Six between H. D. Larimer and Mary E. Larimer his wife of Leecompton in the County of Douglas and State of Kansas, of the first part, and

John C. Wagner, Cashier of State Bank of Leecompton, Kansas of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Fifteen Hundred and no 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 2<sup>nd</sup> 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:

All of Lots One (1), Two (2), Three (3) and Four (4), in Block Twenty (20) in the City of Leecompton, Kansas according to the recorded Plat thereof.

with the appurtenances and all the estate, title and interest of the said part 1<sup>st</sup> of the first part they in. And the said

H. D. Larimer and Mary E. Larimer do hereby covenant

and agree that at the delivery hereof they 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 Fifteen Hundred and no Dollars,

according to the terms of their certain promissory note this day executed by the said H. D. Larimer

and Mary E. Larimer to the said part 2<sup>nd</sup> of the second part. Said

note being given for the sum of Fifteen Hundred and no Dollars,

dated March 1<sup>st</sup> 1906 due and payable in Six at 45.00 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 1<sup>st</sup> 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 Fifteen Hundred and no 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 1<sup>st</sup> 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 part 1<sup>st</sup> of the second part, and all sums paid by the part 2<sup>nd</sup> of the second part for insurance, shall be due and payable or not at the option of the

part 2<sup>nd</sup> of the second part; and it shall be lawful for the part 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> of the second part making such sale on demand, to the said H. D. & Mary E. Larimer their

heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1<sup>st</sup> 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

H. D. Larimer (SEAL)

Mary E. Larimer (SEAL)

State of Kansas, Douglas County, ss:

BE IT REMEMBERED, That on this 1<sup>st</sup> day of March A. D. 1906, before me

Jella M. Shiff a Notary Public in and for said County and State came

H. D. Larimer and Mary E. Larimer, "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 Feb 10<sup>th</sup> 1910 Jella M. Shiff Notary Public

Filed for Record the 2 day of March A. D. 1906, at 11<sup>20</sup> o'clock A. M.

By Elmer C. Armstrong Deputy.

Call Armstrong Register of Deeds.

A. D. 1906, before me

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Notary Public

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