529 έΟ. MORTGAGE RECORD No. 40. COUPON_MORTGAGE-ANE DODARDETH BOOK CO., LEAVENHOSTH, KIN., NO. 1294. day of Marche in the year of our Lord one thousand nine ur Lord one thousand nine This Indenture, Made this 1 25 N hundred Six between La. D. Darimer and Thong Charimer tis arte unsas, of the first part and of Accomplate in the County of Douglas and State of Kansas, of the first part, and John C. Wagner, Cashie of Site Back of Severypley of the second part: he second part: sideration of the sum of Witnesseth, That the said part as of the first part, in consideration of the sum of Eisten Hundred and no .DOLLARS DOLLARS. 5 grant, bargain, sell and to they duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do 23 grant, bargain, sell and mortgage to the said party of the second part, have here and assigns forever, all that tract or parcel of land situated in the Contry of Dercyta and State of Kansas, described as follows, to wit: - all of Lobo One (1), Two (2), There (2) and True (4), and and situated in the County the South Esta to diell Princhas 2% charter (+) of destinits Block Jourly (20) in the City & Leven plan, Kanson Lo. Thence East; according to the recorded Plate thereof. al also except alfor Begin at a finit annel of Pack Que & Rock Back to the with the apportenances and all the estate, title and interest of the said part / of the first part the first and the said Hory & Harmer _ hereby covenant hereby covenant and indefeasible estate of and agree that at the delivery hereof Livey the lawful owner of the premises above granted and seized of a good and indefeasible estate of and agree that at the delivery hereof 2 Geven the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all inclubrances, and that 2 will warrant and defend the same against all claims what soever. This Grant is intended as a MORTGAGE to secure the payment of the sam of E fleared 2 for 2ainst all claims whatsoever. Dollars. of the second part. Said Dollars, om date hercof, with interest veyance 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 / <3 of the first part hereby agree 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 Fifture Founded and Joo- DOLLARS premises insured in favor of DOLLARS. the said mortgagee, in the sum of <u>for the second part</u> of the first part, and the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and instruct the same at the expenses of the part of of the first part, and the expense of such taxes and accruing penalties, interests and costs, and interest thereon, there is a discussed on said premises, or if the insurance is not kept up thereon, then this convergence whall become absolute, and the whole principal of said notes, and interest thereon and all covers and accruing penalties, interest interests and costs, and said premises, or if the insurance is not kept up thereon, then this convergence shall become absolute, and the whole principal of said note, and interest thereon and all cruits and accruing penalties and interest thereon, then this convergence shall become absolute, and the may have the explaid by the part of the second part, and all sums paid by the part of the second part is convergence shall be come absolute, and the explaid by the part of the second part, and all sums paid by the part of the second part is and it taxes and accruing penalties and interest thereon, remaining unpaid or which may have been paid by the part of the second part is and it hall be haven if or the part of the second part is and it hall be haven if or the part of the second part is and it hall be haven if or the part of the second part is an it thall be the part of the second part is a signs, and out of all the moneys arising from such sale to retain the amount then doy to to become due according to the conditions of this instrument, together with the acts and charges of making penalts is an interest. accruing penalties, interests penalties, interests and costs described premises, and shall creat interest thereon, or the d the whole principal of said 1 may have been paid by the le or not at the option of the Carlie nistrators and assigns, at any t hereby waived or not at the sing from such sale to retain of making such sale, and the Loch; - Two the amount men up or to become use according to the conditions of this instrument, together with the parts and charges of making spech sale, and the overplus, if any there be, shall be paid by the part g making such sale on demand, to the said de atres heirs and assigns. 12 IN TESTIMONY WHEREOF, The said part / - s of the first part have hereunto set Their hand S and seal the day and year last I seal the day and year last 6. above written. Signed, Scaled and Delivered in Presence of Hary C. Darimer (SEAL) (SEAL) (SEAL) Douglas State of Kansas, _County, ss. BE IT REMEMBERED, That on this day of March A. D. 190 6. before me A. D. 1904, before me tion 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 *Teby 10* ^{CA} 1940 *FBP Jella UI Juff* ve written. EB gella W. Aliff Notary Public 20 Notary Public day of March, A. D. 1906 at 11 20 o'clock Q. M. PM. Filed for Record the Usi & Constrong Deputy. Register of Deeds.