

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - BANK OF KANSAS, CHICAGO, ILL. No. 1234

This Indenture, Made this First day of March in the year of our Lord one thousand nine hundred and six between F. D. Hoad and Gertrude M. Hoad his wife of Leamington in the County of Douglas and State of Kansas, of the first part, and Geo. Myers of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Four hundred DOLLARS, duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain, sell and mortgage to the said part of 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 South East quarter (1/4) of the South West quarter (1/4) Section Thirty six (36) Township Eleven (11) Range Seventeen (17).

with the appurtenances and all the estate, title and interest of the said parcels of the first part therein. And the said F. D. Hoad and Gertrude M. Hoad do hereby covenant and agree that at the delivery hereof they 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 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 Four hundred Dollars, according to the terms of one certain promissory note made by Geo. Myers this day executed by the said F. D. Hoad and Gertrude M. Hoad to the said part of of the second part. Said note being given for the sum of Four hundred Dollars, dated March 1st 1906 due and payable in Five 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 of 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 Four hundred 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 of 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 bear interest at the rate of 10 per cent. per annum. And if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of 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 of of the second part 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 surplus, if any there be, shall be paid by the part of making such sale on demand, to the said F. D. Hoad heirs and assigns.

IN TESTIMONY WHEREOF, The said part of of the first part has hereto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of F. D. Hoad (SEAL) Gertrude M. Hoad (SEAL)

State of Kansas, Douglas County, ss. BE-IT REMEMBERED, That on this 1st day of March A. D. 1906, before me D. Baughman a Notary Public in and for said County and State came F. D. Hoad and Gertrude M. Hoad his 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 hereto set my hand and affixed my official seal on the day and year last above written. My commission expires June 6th 1907 D. Baughman Notary Public

Filed for Record the 8th day of March A. D. 1906, at 11⁰⁰ o'clock A. M.

By D. W. Armstrong Deputy, Register of Deeds.

This note being described herein being paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 1st day of March A. D. 1907

State of Missouri, St. Louis County, ss. BE-IT REMEMBERED, That on this 1st day of March A. D. 1907, before me Geo. Myers a Notary Public in and for said County and State came F. D. Hoad and Gertrude M. Hoad his wife, to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

Received April 2 1912
Floyd L. Lammiman
Register of Deeds.