

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SANDS BROS. CO., LEAVERWORTH, KAN., No. 1214.

This Indenture, Made this 7<sup>th</sup> day of March in the year of our Lord one thousand ninehundred Six between John C. Hogg and Olive Hogg his wife.of Leocompton in the County of Douglas and State of Kansas, of the first part, and  
Peoples State Bank of Lawrence, Kansas.

of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of

Thirteen hundred 00/100 DOLLARS,to them duly paid, the receipt of which is hereby acknowledged, ha been sold and by these presents do grant, bargain, sell andmortgage to the said part of the second part, its heirs and assigns forever, all that tract or parcel of land situated in the Countyof Douglas and State of Kansas, described as follows, to wit:The North half (1/2) of the South East quarter of Section One (1) Twp. Twelve (12) of Range seventeen (17) Sec. the North thirty five (35) feet of the North East quarter of said South East quarter and less about 1/2 acre for school district No. 24. Also the South thirty five feet of the South east quarter of the North East quarter of Section One (1) Twp. Twelve (12) of Range seventeen (17) containing in all 80 acres more or less.with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the saidparties of the first part. do hereby covenantand agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate ofinheritance 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 Thirteen hundred 00/100 Dollars,according to the terms of one certain promissory note this day executed by the saidparties of the first part to the said part of the second part. Saidnote being given for the sum of Thirteen hundred 00/100 Dollars,dated March 7<sup>th</sup> 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 is 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 Not less than Five hundred 00/100 DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests

and costs, and insure the same at the expense of the part is 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 is of the second part, and all sums paid by the part is of the second part for insurance, shall be due and payable or not at the option of thepart is of the second part; and it shall be lawful for the part is of the second part the 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 part is of the second part the 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 is of the second part making such sale on demand, to the said parties of the first part their

heirs and assigns.

IN TESTIMONY WHEREOF, The said part is 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

John C. Hogg (SEAL)Olive Hogg (SEAL)State of Kansas, Douglas County, ss.BE IT REMEMBERED That on this 15<sup>th</sup> day of March A. D. 1906, before meJella W. Cliff a Notary Public in and for said County and State cameJohn C. Hogg and Olive Hogg his wife

to me personally known to be the same persons 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'y 10<sup>th</sup> 1910. (L.S.) Jella W. Cliff Notary PublicFiled for Record the 14<sup>th</sup> day of March A. D. 1906, at 9<sup>45</sup> o'clock A. M.By W. W. Armstrong Register of Deeds.

One (being) is endorsed on the original instrument?

The herein described having been paid in full, this mortgage is hereby released and the same is hereby created destroyed. and witness my hand this 9<sup>th</sup> day of March A. D. 1906 at Lawrence, Kas.

By H. B. Bunnick President

Recorded Oct. 24<sup>th</sup> 1906

John C. Lawrence

Register of Deeds.

W. W. Armstrong