

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK ENDORSEMENT BOOK CO., LEAVENWORTH, KAN., No. 12144

This Indenture, Made this 2^d day of March in the year of our Lord one thousand nine hundred Six between C. R. Shaw and Vera D. Shaw of Leavenworth in the County of Douglas and State of Kansas, of the first part, and John E. Wagner, Cashier, State Bank of Leavenworth, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three Hundred and Fifty and no/100 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^d of the second part, his successors 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 Forty One (41) Forty Two (42), Forty Three (43) and Forty Four (44) in Block Twenty (20) in the City of Leavenworth Kansas according to the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said C. R. Shaw and Vera D. Shaw 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 three hundred & fifty and no/100 Dollars, according to the terms of one certain promissory note this day executed by the said C. R. Shaw and Vera D. Shaw to the said part 2^d of the second part. Said note being given for the sum of Three hundred and fifty and no/100 Dollars, dated March 2^d 1906 due and payable in three years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons hereto 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 1st 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 Three hundred and fifty 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 1st 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 2^d of the second part, and all sums paid by the part 2^d of the second part for insurance, shall be due and payable or not at the option of the part 2^d of the second part; and it shall be lawful for the part 2^d of the second part, his successors and assigns, at any time hereafter, 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 2^d of the second part, his successors and 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 2^d making such sale on demand, to the said C. R. Shaw and Vera D. Shaw their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year last above written.

Signet, Seal and Delivered in Presence of
Chas. R. Shaw (SEAL)
Vera D. Shaw (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2^d day of March A. D. 1906, before me John E. Wagner a Notary Public in and for said County and State came C. R. Shaw and Vera D. Shaw husband and 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 July 10th 1906 John E. Wagner Notary Public

Filed for Record the 16 day of March A. D. 1906, at 7²⁵ o'clock A. M.

By Clair E. Armstrong Deputy, W. Armstrong Register of Deeds.

The following is indorsed on the original mortgage: Recorded March 19 1907. The mortgage herein described being duly paid in full this mortgage is hereby released and the lien thereby created is discharged. Witness my hand this second March 1907. W. E. Wagner, Cashier, State Bank of Leavenworth.

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