

COUPON MORTGAGE—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this 2nd day of June in the year of our Lord one thousand nine hundred And Six between W. L. McAttee and Bertha J. McAttee his wife of _____ in the County of Douglas and State of Kansas, of the first part, and _____

_____ of the second part:
Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Three Hundred Seventy-five DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and
mortgage to the said part 2nd of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County
of Cowley and State of Kansas, described as follows, to wit:

Begin at South-west Corner of North-East quarter of Section No. Thirty-one (31), Township No. Twelve (12), South Range No. Eighteen (18), East of 6th P.M., Kansas. Thence East Twenty-eight Rods; Thence North $1\frac{1}{2}$ Rods; Thence West 28 Rods; Thence South $1\frac{1}{2}$ Rods to Beginning. (Acres and 2 rods)

(Also, beginning at South-East Corner of North-West quarter of Section No. Thirty-one (31), Township No. (12) Range (18), East of 6th P.M., Kansas; Thence West Thirty-two (32) rods; Thence North Ten (10) rods; Thence East Thirty-two (32) rods; Thence South Ten (10) rods to the beginning, and Continuing two (2) acres.

with the appurtenances and all the estate, title and interest of the said part ⁽²⁾ of the first part therein. And the said

W. L. McCuttee and Bertha J. McCuttee.

and agree that at the delivery hereof, they are 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 Seventy five Dollars, and in the terms of ONE certain promissory note this day executed by the said

According to the terms of the One certain promissory note, bearing date of June 2, 1906, made by Wm. L. McAlice and Bertha L. McAlice to the said party of the second part. Said note being given for the sum of Three Hundred Seventy five Dollars, dated June 2, 1906, due and payable in Three years year 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 parties 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 \$1000.00 DOLLARS.

in any insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and insure the same at the expense of the part 6^{ths} 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 they shall fail to pay the same as herein provided, 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 7, and interest thereon, and all taxes and accruing penalties and interest and costs therein remaining unpaid or which may have been paid by the part 7^{ths} of the second part, and all sums paid by the part 7^{ths} of the second part for insurance, shall be due and payable or not at the option of the part 7^{ths} of the second part; and it shall be lawful for the part 7^{ths} 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 7^{ths} 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 7^{ths} making such sale on demand, to the said Mrs L M Allen - his

IN TESTIMONY WHEREOF, The said parties 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

R. M. Morrison

W. L. M^cAttee

(SEAL)

Bertha J. M. Stee

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of June A. D. 1906, before me
H. L. Lemon a Notary Public in and for said County and State came,

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 March 3, 1910 E. B. H. Leonard. Notary Public

Filed for Record the 5 day of June A. D. 1906 at 4⁴⁰ o'clock P. M.

By _____ Deputy: _____

Register of Deeds

The following is exchanged on the original interrogant. The note, herewith described having been passed in full this interrogant is hereby released and the bear hereby exalted discharged. This may have been the last of September. R.D. 1909.

W. L. Russell.

Recorded Sept. 7 1907
 Lloyd Lawrence
 Register of Records.