

COUPON MORTGAGE—LAWL EDDY WORTH BOOK CO., LEAVENWORTH, KAN., No. 12014.

This Indenture, Made this 25th day of June in the year of our Lord one thousand nine hundred and Six between Joseph M. Ward and Minnie L. Ward his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and John Lewis of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four Hundred 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, two 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 half (1/2) of the North west quarter (1/4) of Section Two (2) Township Thirteen (13) Range Thirteen (13)

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said Joseph M. Ward do 25 hereby covenant and agree that at the delivery hereof he is 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 he 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 this day executed by the said Joseph M. Ward and Minnie L. Ward his wife to the said part 2^d of the second part. Said note being given for the sum of Four Hundred Dollars, dated June 25th 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 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 Four Hundred 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 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 1st of the second part; and it shall be lawful for the part 2^d of the second part his executors, administrators 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 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 1st making such sale on demand, to the said Joseph M. Ward his 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.

Signed, Sealed and Delivered in Presence of

R. M. Morrison

Joseph M. Ward (SEAL)

Minnie L. Ward (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of June A. D. 1906 before me

L. S. Steele a Notary Public in and for said County and State came Joseph M. Ward and Minnie L. Ward, his wife 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 June 20th 1908 L. S. Steele Notary Public

Filed for Record the 25th day of June A. D. 1906 at 3¹⁰ o'clock P. M.

By Edw. C. Armstrong Deputy. Edw. C. Armstrong Register of Deeds.

This mortgage is recorded on the coupon mortgage book No. 12014, page 546, in full of the mortgage of Joseph M. Ward and Minnie L. Ward to John Lewis, dated June 25, 1906, for \$400.00, and is subject to the mortgage of John Lewis to the State of Kansas, dated June 25, 1906, for \$400.00.

Recorded Dec 31, 1908
A. W. C. must only
Register of Deeds