

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK ENDORSEMENT BOOK CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this 31st day of July in the year of our Lord one thousand nine hundred and six between Anne Murphy (a widow)

of Kauwaka Jp in the County of Douglas and State of Kansas, of the first part, and John E. Wagner, Cashier of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred and No/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha \$ sold and by these presents do gr grant, bargain, sell and mortgage to the said party 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:

All of the South one half (1/2) of the Northwest quarter (N.W. 1/4) of Section Twenty Nine (29) Township Twelve (12) Range Eighteen (18) Containing 80 Acres.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Anne Murphy do gr hereby covenant and agree that at the delivery hereof She 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 She 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 her certain promissory note this day executed by the said Anne Murphy to the said party of the second part. Said note being given for the sum of Four Hundred \$ Dollars, dated July 31st 1906, due and payable in Two 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 party 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party of the first part making such sale on demand, to the said Said party her heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part ha \$ hereunto set her hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of
Jella W. Clift Anne Murphy.
Notary Public (SEAL) (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 31st day of July A. D. 1906, before me Jella W. Clift a Notary Public in and for said County and State came Anne Murphy (a widow)

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 Feb'y 10th 1908 Jella W. Clift Notary Public

Filed for Record the 1st day of August A. D. 1906, at 7:40 o'clock A M.

By R. W. Armstrong Deputy. Register of Deeds.

The following is enclosed on the original instrument.
The Note, herein above being given, is in full of the mortgage
is here by released and the property is to be sold at the day of July 1st 1907
Witness my hand this 12th day of July A.D. 1907
Jella W. Clift
Notary Public

Recorded Aug 14, 1907
A. W. Armstrong
Register of Deeds.