

MORTGAGE RECORD No. 40.

559

COUPON MORTGAGE—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this _____ day of _____ in the year of our Lord one thousand nine

hundred _____ between _____

of _____ in the County of _____ and State of Kansas, of the first part, and

of the second part:

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

to _____ 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 _____ of the second part, _____ heirs and assigns forever, all that tract or parcel of land situated in the County of _____ and State of Kansas, described as follows, to wit:

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

do _____ hereby covenant

and agree that at the delivery hereof _____ 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 _____ 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 _____ Dollars, according to the terms of _____ certain promissory note this day executed by the said

to the said part _____ of the second part. Said

note being given for the sum of _____ Dollars,

dated _____ due and payable in _____ 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 part _____ 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 _____ 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 part _____ 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 _____ of the second part, and all sums paid by the part _____ of the second part for insurance, shall be due and payable or not at the option of the

part _____ of the second part; and it shall be lawful for the part _____ of the second part _____ 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 _____ of the second part _____ 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 _____ making such sale on demand, to the said

heirs and assigns.

IN TESTIMONY WHEREOF, The said part _____ of the first part has hereunto set _____ hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

_____ (SEAL)

_____ (SEAL)

State of Kansas, _____ County, ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D. 190 _____, before me

_____ 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 _____ 190 _____ Notary Public

Filed for Record the _____ day of _____ A. D. 190 _____, at _____ o'clock _____ M.

By _____ Deputy. _____ Register of Deeds.

one thousand nine
(his wife)

the first part, and

part:

of the sum of

DOLLARS,

bargain, sell and

in the County

and

part

except

to wit,

with and

(190)

ended

hereby covenant

feasible estate of

in whatsover.

(25) Dollars,

and

second part. Said

Dollars,

of, with interest

shall be void if such

part hereby agree

insured in favor of

DOLLARS.

penalties, interests

and costs

shall

thereon, or the

principal of said

been paid by the

he option of the

assigns, at any

time or not at the

option of the part

of the second part

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hand and seal

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_____ (SEAL)

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to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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A. D. 190 _____, at _____

o'clock _____ M.

By _____ Deputy. _____ Register of Deeds.
