

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—PAID IN ADVANCE BY THE CO. LEAVENWORTH, KAN., NO. 1294

This Indenture, Made this 15th day of October in the year of our Lord one thousand nine hundred and one Between James M. Ross and Sarah E. Ross

of Perry in the County of Jefferson and State of Kansas, of the first part, and

John E. Wagner, Cashier of the State Bank of Leavenworth, Leavenworth, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand and 100/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have granted and by these presents do grant, bargain, sell and mortgage to the said part 2^d 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:

Section 16 in Township 12 North, Range 12 East of the 6th P.M., also containing 1/2 of the north 1/2 of the east 1/2 of the M.E. 1/2 of Section 16 in Township 12 North, Range 12 East of the 6th P.M., also containing a part of 70 rods north of the S.W. corner of the east 1/2 of the M.E. 1/2 of said section "8" Township 12 North Range 12 East of the 6th P.M., thence running north 30 1/2 rods, more or less to the A. & S. L. Railroad right-of-way, thence on south side of said railroad right-of-way, west 71 1/2 rods, thence south 72 rods to the W. corner of land conveyed to Arthur Stone by Deed book "65" at page "1377" Douglas County Records, thence east to place of beginning,

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said James M. Ross and Sarah E. Ross

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and inalienable estate of inheritance therein, free and clear of all encumbrances, 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 two thousand and 100/100 Dollars, according to the terms of their certain promissory note this day executed by the said James M. Ross and Sarah E. Ross

to the said part 2^d of the second part. Said note being given for the sum of Two Thousand and 100/100 Dollars,

dated Oct. 15th 1906 due and payable in 5 years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons 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 One thousand and 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 2^d 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 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, 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 of the second part first parties 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.

Signed, Sealed and Delivered in Presence of

Jella W. Sliff James M. Ross (SEAL)
Notary Public Sarah E. Ross (SEAL)

State of Kansas, County, ss.

BE IT REMEMBERED, That on this 17th day of Oct. A. D. 1906, before me Jella W. Sliff a Notary Public in and for said County and State came James M. Ross and Sarah E. Ross 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 Feb 10th 1908 Jella W. Sliff Notary Public

Filed for Record the 17 day of Oct. A. D. 1906, at 11⁰⁵ o'clock A. M.

By Eric E. Armstrong Deputy. Eric E. Armstrong Register of Deeds.

The following is enclosed on the original instrument.
The Note herein described having been paid in full this mortgage is hereby released and the lien thereon is forever discharged.
Witness my hand and seal this 17 day of May A.D. 1907.
Jella W. Sliff,
Notary Public,
Leavenworth, Kansas.

Copyright Jan 25th 1907.
W. H. Armstrong,
Register of Deeds.