

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SHEL DONWORTH BOND CO. LEATONWORTH, KAN., No. 1211.

This Indenture, Made this 15th day of October in the year of our Lord one thousand nine hundred and six 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 of Leecompton, Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and ^{no}/₁₀₀ 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 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:

Lot numbered One and Two in section Five Township Twelve, Range Nineteen east of 6th P.M. and containing 28.50 acres more or less, the north 50 acres of the west 1/2 of the east 1/2 of the NE 1/4 of Section Eight, Township Twelve, Range Nineteen, east of 6th P.M. Also commencing at a point 70 rods north of the S.W. corner of the east 1/2 of the NE 1/4 of said section 8, Township 12, Range 19 east of 6th P.M. thence running north 30 1/2 rods, more or less to the A.T. and S.F. Railroad right of way thence on south side of said rail road right of way, west 114 rods, thence south 42 rods to N.W. corner of land conveyed to Arthur Ross in Deed book "45" at page "317" of Douglas Co. Records, thence east to place of beginning

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

do 23 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 indefeasible 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 One Hundred and ^{no}/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 party of the second part. Said

note being given for the sum of One Hundred and ^{no}/₁₀₀ Dollars, dated Oct. 15th 1906 due and payable in 1-2-3-4 and 5 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

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

parties of the second part; and it shall be lawful for the parties of the second part their 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 the proceeds of 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 parties of the second part first parties, their heirs and assigns.

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

Jella W. Sliff
Notary Public

James M. Ross (SEAL)
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 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 July 10 1907 Jella W. Sliff Notary Public

Filed for Record the 17 day of Oct. A. D. 1906, at 11⁰⁰ o'clock A. M.

By Elsie E. Armstrong Deputy. W. W. Armstrong Register of Deeds.

This mortgage is mortgaged on the opposite instrument
 the Holy Roman Republics having been paid in full this mortgage
 is hereby released and the same hereby cancelled and destroyed.
 Witness my hand this 17th day of July A.D. 1907
 attest. Jella W. Sliff
Notary Public

Recorded Jan. 25th 1907
 A. W. Armstrong
 Register of Deeds