

# MORTGAGE RECORD No. 40.

563

COUPON MORTGAGE - HAML INDIANWORTH BROS CO, LEAVENWORTH, KAN., No. 12046

This Indenture, Made this 16<sup>th</sup> day of October in the year of our Lord one thousand nine hundred and 19 between Chas. W. Schen and Winnie M. Schen his wife of Leavenworth 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 parties of the first part, in consideration of the sum of Five Hundred and 70/100 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:

Beginning at the N.W. corner of S.W. 1/4 - thence south 11° 12' to the East 100 rods, the North 11° 12' rods, 2" the west corner to beginning via S.W. 1/4, all in section "12" town "12" range "12" also the North five acres of the East 50 acres of the S.E. 1/4 of Section "9" town "12" range "12" also beginning at the S.E. corner of the N.E. 1/4 of sec "8" town "12" range "12" thence north to south line of Country road the angle said line 255, the south 70 the east 191 the south 333 the west 1191 to place of beginning being corner in sec "2" town "12" range "12" also beginning at S.E. corner of N.E. 1/4 the west 224th north 330 to corner of road the east along road 12 range 12 section nine the south 200 the east 200 with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Charles W. Schen and Winnie M. Schen

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 indefeasible estate of inheritance therein, free and clear of all incumbrances, 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 Five Hundred Dollars, according to the terms of their certain promissory note this day executed by the said Chas. W. and Winnie M. Schen to the said party of the second part. Said note being given for the sum of Five Hundred Dollars, dated Oct. 16 1906 due and payable in two 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 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 \$ 500. 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 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 interests 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, for executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appointment hereby waived or not at the option of the party of the second part executors, administrators or assigns; and out of all the moneys arising from such sale or 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 making such sale on demand, to the said first parties 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  
Gella W. Liff Chas. W. Schen (SEAL)  
Notary Public Mrs Chas W. Schen (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16 day of Oct. A. D. 1906, before me Gella W. Liff a Notary Public in and for said County and State came Chas W. Schen & Winnie M. Schen husband and 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. 11 1908 Gella W. Liff Notary Public

Filed for Record the 17 day of Oct. A. D. 1906, at 11 o'clock a M.  
By Elsie E. Armstrong Deputy. Chas. W. Schen Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this day of October 1906 John E. Wagner, Cashier

Chas. W. Schen & Winnie M. Schen  
Notary Public