

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—EABL BODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 16<sup>th</sup> day of Oct. in the year of our Lord one thousand nine hundred & 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

of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of One Thousand DOLLARS,

to have duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part 2 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 number one and two in section no five township twelve range  
million East of 6<sup>th</sup> principal meridian and containing 16 to acres more  
a less, also the North thirty acres of the west 1/2 of the east 1/2 of the  
N.E. 1/4 of section 8 township 12 range 17 East of 6<sup>th</sup> P.M.  
also commencing at a point 70 rods north of the S.W. corner  
of the East 1/2 of the N.E. 1/4 of Section 8 range 17 East  
of 6<sup>th</sup> P.M. thence with 30 1/2 rods to the R.R. and N.E. R.R. Right-  
of-way, thence on south side of R.R. right-of-way with  
171 1/2 north 44 rods thence south by 2 Rods to the N.W. corner of land  
owned to Arthur Rose in deed book "65" page "377" Douglas Co  
rods, thence east to place of beginning

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said

James M. Ross and Sarah E. Ross.

do 3 hereby covenant

and agree that at the delivery hereof they are 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 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 Thousand Dollars,

according to the terms of Two certain promissory note this day executed by the said James M. and Sarah E. Ross. to the said part 2 of the second part. Said

not being given for the sum of One thousand one in one year and Dollars,

dated Oct 16<sup>th</sup> 1906, due and payable in one in one year and year from date hereof, with interest

thereon from the date thereof until paid, according to the terms of said note and coupons hereto 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 1 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 none 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 costs, and insure the same at the expense of the part 1 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

part 1 of the second part, and all sums paid by the part 1 of the second part for insurance, shall be due and payable or not at the option of the

part 1 of the second part; and it shall be lawful for the part 1 of the second part his 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 1 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 1 making such sale on demand, to the said first parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part have hereunto set his hand and seal the day and year last

above written.

Signed, Sealed and Delivered in Presence of

Jesse W. Sliff, James M. Ross (SEAL)

Notary Public Sarah E. Ross. (SEAL)

State of Kansas, \_\_\_\_\_ County, ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of Oct. A. D. 1906, before me

Jesse 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 persons 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. 10 1907 Jesse W. Sliff. Notary Public

Filed for Record the 22 day of Oct. A. D. 1906, at 2<sup>20</sup> o'clock A M.

By Elsie O. Armstrong Deputy. W. H. Armstrong Register of Deeds.

The following is endorsed on the original instrument:  
This party, several clearances, having been paid in full, this mortgage is hereby released and the same is hereby cancelled. Witness my hand and seal this 20<sup>th</sup> day of February 1907. Jesse W. Sliff Notary Public.

Recorded Sep 2<sup>nd</sup> 1907.  
W. H. Armstrong  
Register of Deeds.