

# MORTGAGE RECORD No. 40.

565

COUPON MORTGAGE - SAML. DODD & NORTH BROS. CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 15 day of October in the year of our Lord one thousand nine hundred and six between William Murphy and Matilda Murphy, his wife of Kanabeka in the County of Douglas and State of Kansas, of the first part, and John F. Wagner, Cashier of 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 Five Hundred and 25/100 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 part 2nd 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:

The North One half of the Northwest quarter of section "27" Township "12" Range "18"

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

William Murphy and Matilda Murphy do 55 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 William Murphy & Matilda Murphy to the said part 2nd of the second part. Said note being given for the sum of Five Hundred Dollars, dated Oct 15 - 1906 due and payable in three 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 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 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 insure the same at the expense of the part 1st 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 2nd of the second part, and all sums paid by the part 2nd 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 1st 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 1st 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 party making such sale on demand, to the said first parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hand and seal on the day and year last above written.

Signed, Sealed and Delivered in Presence of

William J. Murphy (SEAL)  
Matilda Murphy (SEAL)

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

BE IT REMEMBERED, That on this 26 day of Oct, A. D. 1906, before me Zella W. Sliff a Notary Public in and for said County and State came Wm J. Murphy and Matilda Murphy 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 15 - 1908 Zella W. Sliff, Notary Public

Filed for Record the 27 day of Oct, A. D. 1906, at 9<sup>00</sup> o'clock A. M.  
By Elmer C. Armstrong Deputy. Elmer C. Armstrong Register of Deeds.

This note being given in full for the mortgage in heretofore recorded in the office of the Register of Deeds of Douglas County, Kansas, and the same being duly acknowledged by the parties thereto, this note is hereby cancelled and the same is hereby returned to the said part 1st of the first part.

Recorded Nov 3 1906  
Flora L. Lawrence  
Register of Deeds