

# MORTGAGE RECORD No. 40.

567

COUPON MORTGAGE - SAME ENDORSEMENT BOOK CO., LEAVENWORTH, KAN., NO. 1041

This Indenture, Made this 3<sup>rd</sup> day of November in the year of our Lord one thousand nine hundred and Six between R. V. Harschbarger and Mattie Harschbarger, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

William Watts, or assignor of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Five Hundred 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 2<sup>nd</sup> of the second part, two 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 South Four and one half (4 1/2) acres of the East Eight and one half (8 1/2) acres of the South Thirty seven (37) acres of the South half (1/2) of the North-west quarter (4) of Section twenty five (25) Township Twelve (12) Range Thirteen (13) East of 6<sup>th</sup> P.M.

with the appurtenances and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said R. V. Harschbarger do as hereby covenant

and agree that at the delivery hereof he is 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 he 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 one certain promissory note this day executed by the said R. V. Harschbarger and wife Mattie Harschbarger to the said part 2<sup>nd</sup> of the second part. Said

note being given for the sum of Five Hundred Dollars, dated November 2-1906 due and payable in five 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 2<sup>nd</sup> 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 Five 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 1<sup>st</sup> 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 then remaining unpaid or which may have been paid by the part 2<sup>nd</sup> of the second part, and all sums paid by the part 2<sup>nd</sup> of the second part for insurance, shall be due and payable or not at the option of the part 1<sup>st</sup> of the second part; and it shall be lawful for the part 2<sup>nd</sup> 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, appraised hereby waived or not at the option of the part 2<sup>nd</sup> of the second part his 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 2<sup>nd</sup> making such sale on demand, to the said R. V. Harschbarger and wife heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1<sup>st</sup> 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  
J. D. Simon R. V. Harschbarger (SEAL)  
Mattie Harschbarger (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of November A. D. 1906, before me J. D. Simon a Notary Public in and for said County and State came R. V. Harschbarger and wife Mattie Harschbarger 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 March 3 1907 J. D. Simon Notary Public

Filed for Record the 8 day of Nov. A. D. 1906, at 2<sup>00</sup> o'clock P. M.

By Elsie E. Armstrong, Deputy. A. L. Armstrong Register of Deeds.

The foregoing is endorsed on original instrument (1)  
 The mortgagor herein described having been paid in full, this mortgage  
 is hereby released and the lien hereby created is discharged. Witness my hand & the  
 seal of my office this 3<sup>rd</sup> day of November A. D. 1906.  
Wm. Watts  
Attat. J. D. Simon

Recorded Sept. 5-1907.  
 All Conveyances Reg. of Deeds.  
 By Elsie E. Armstrong, Dep.