

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LAW BOOK CO., LEAVENWORTH, KAN., No. 1241.

This Indenture, Made this 31st day of October in the year of our Lord one thousand nine hundred and Six between Sylvester Stull and Mary B. Stull, Husband and wife of Ranevaka Township in the County of Douglas and State of Kansas, of the first part, and John C. Wagner, Cashier, State Bank of Leavenworth, Leavenworth, Kansas of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Eleven Hundred and fifty DOLLARS, to They duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do as grant, bargain, sell and mortgage to the said part y 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:

All of the South west quarter and the South half of the North west quarter of Section (30) Township (12) Range (18).
(Containing 200 Acres)
This Mortgage is made subject to a prior mortgage of \$2,500. to the Mutual Benefit Life Insurance Company for \$2,500. their lien however is only on the S. W. 1/4 and the S. E. 1/4 of the N. W. 1/4 of above described land.

with the appurtenances and all the estate, title and interest of the said parcels of the first part therein. And the said Sylvester Stull and Mary B. Stull do as 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 Eleven hundred and fifty and 10/100 Dollars, according to the terms of their certain promissory note this day executed by the said

Sylvester and Mary B. Stull to the said part y of the second part. Said note being given for the sum of \$ 1150.00 Dollars, dated October 31st, 1906 due and payable in three years 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 part ies 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 1000.00 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 part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y 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 y of the second part; 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 y making such sale on demand, to the said second parties their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part has hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Sylvester Stull. (SEAL)
Mary B. Stull. (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 31 day of Oct A. D. 1906, before me Jella W. Cliff a Notary Public in and for said County and State came Sylvester Stull and Mary B. Stull, his wife to me personally known to be the same person s 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'y 10 1907 Jella W. Cliff. Notary Public

Filed for Record the 10th day of November A. D. 1906, at 11 o'clock A. M.

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

The following is endorsed on the original instrument:
The provisions described by my husband in full the mortgage
is hereby released and the lien thereby created discharged
Witness my hand this 20 day of November A. D. 1907
Jella W. Cliff
State Bank of Leavenworth

Recorded Dec 30 1907
Thayer & Lawrence
Register of Deeds