

MORTGAGE RECORD No. 40.

569

COUPON MORTGAGE—NEW ENGLAND BOOK CO., LEAVENWORTH, KAN., No. 1241.

This Indenture, Made this 14th day of November in the year of our Lord one thousand nine hundred 7 six between Joseph A. Bales and Evelyn Bales his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Chas. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand and no 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 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:

A part of the South East quarter (1) of Section 17, T. 12 N., R. 10 E., in Township 12 N., Range 10 E., containing 40 acres, more or less, the center line of said quarter section being parallel with the center line of said quarter section to the East line of an eleven (11) acre tract described in deed Book 23 of page 22 of the records of Douglas County, Kansas, being the South East corner of said quarter section to the center of the Arkansas River, thence South along center of said river to place and river corner of said quarter section thence along said section line to the South East corner of said section thence South along said quarter section to place of beginning.
Also about 200 (200) acres in the North East corner of the North East quarter section (1) of the second part of the records of Douglas County, Kansas, being the North East corner of said quarter section being North of Arkansas River. The two parcels hereby conveyed containing in all 40 acres, more or less.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Joseph A. Bales and Evelyn Bales his wife do 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 encumbrances, 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 Two Thousand Dollars, according to the terms of one certain promissory note this day executed by the said

Joseph A. Bales and Evelyn Bales his wife to the said part of the second part. Said note being given for the sum of Two Thousand Dollars, dated November 14 - 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 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 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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, appraisalment hereby waived or not at the option of the part 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 surplus, if any there be, shall be paid by the part making such sale on demand, to the said parties of the first part their 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

Joseph A. Bales (SEAL)
Evelyn Bales (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14th day of November A. D. 1906, before me Charles A. Hall a Notary Public in and for said County and State came Joseph A. Bales and Evelyn Bales 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 Jan. 17 - 1908 Charles A. Hall Notary Public

Filed for Record the 14 day of Nov A. D. 1906, at 2³⁰ o'clock P. M.

By Elric E. Armstrong Deputy. W. H. Armstrong Register of Deeds.

The following is an extract from the original instrument. The note herein described having been paid in full this mortgage is hereby released and the same is hereby canceled. My witness my hand this 14th day of November A. D. 1907. Chas. Tucker Witness of Chas. Tucker

Recorded Jan 6 - 1907 in W. H. Armstrong's Register of Deeds.