

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML DODD & NORTH BROS CO, LEAVENWORTH, KAN., No. 1244

This Indenture, Made this First day of January in the year of our Lord one thousand nine hundred and Seven between W. C. Head and Louise G. Head (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Ellen J. Morse of the second part:

Witnesseth, That the said parties 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 of the second part, her 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 Five and half (5 1/2) acres of the west Twenty (20) acres of the South half (1/2) of the South West quarter (1/4) of Section Thirty-Six (36) Township Twelve (12) Range Fifteen (15).

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said W. C. Head and Louise G. Head do 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 one certain promissory note this day executed by the said W. C. Head and Louise G. Head to the said part of the second part. Said

note being given for the sum of Five hundred Dollars, dated January 1st 1907 due and payable in four 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 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 part 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 two executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, 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 of the second part making such sale on demand, to the said W. C. Head heirs and assigns.

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

Witness, Signed, Sealed and Delivered in Presence of

Patrick A. Kearns W. C. Head (SEAL)

Louise G. Head (SEAL)

State of Kansas, Suffolk County, ss. Babin

BE IT REMEMBERED, That on this 1st day of Jan A. D. 1907, before me

Patrick A. Kearns a Notary Public in and for said County and State came

W. C. Head and Louise G. Head 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 25 1913 Patrick A. Kearns Notary Public

Filed for Record the 8 day of Jan A. D. 1907, at 10 o'clock A. M.

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

This mortgage is subject to the original instrument. The mortgagee hereby declares having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand and seal of office this 10th day of July, 1912.

Attest: Ellen J. Morse
Janet E. Brown
Janet Morse Brown

Recorded July 10th 1912
Suffolk Township
Register of Deeds.