

MORTGAGE RECORD No. 40.

583

COVEON MORTGAGE—SINK INDIAN NORTH BONE CO. LEAVENWORTH, KAN., No. 1201

This Indenture, Made this 25<sup>th</sup> day of February in the year of our Lord one thousand nine hundred and Seven between W. A. Smith and Fannie Smith, his wife of Leavenworth Twp. in the County of Douglas and State of Kansas, of the first part, and John E. Wagner, Cashier of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred and Thirty Five 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 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 Fifty Five Acres of the East Half of the South East Quarter of Section Thirty Three Township Eleven, Range Eighteen, East of the 6<sup>th</sup> Principal Meridian

with the appurtenances and all the estate, title and interest of the said part es of the first part therein. And the said W. A. Smith & Fannie Smith do es 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 Four Hundred and Thirty Five Dollars, according to the terms of their certain promissory note this day executed by the said W. A. Smith and Fannie Smith to the said part y of the second part. Said note being given for the sum of Four Hundred and Thirty Five Dollars, dated Feb'y 25<sup>th</sup> 1907 due and payable in 8 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 es 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 Three hundred 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 es 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 then 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 es 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, 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 y making such sale on demand, to the said first parties their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of  
W. A. Smith (SEAL)  
Fannie Smith (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25 day of Feb'y A. D. 1907, before me Jeda W. Shiff a Notary Public in and for said County and State came W. A. Smith and Fannie Smith, husband and 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 seal on the day and year last above written.  
My commission expires Feb'y 10<sup>th</sup> 1908 Jeda W. Shiff. Notary Public

Filed for Record the 26 day of Feb'y A. D. 1907 at 2<sup>00</sup> o'clock A M.

By Elsie E. Armstrong Deputy. Al. Armstrong Register of Deeds.

(The following is endorsed on the original instrument)  
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 25 day of Feb'y A. D. 1907.  
John E. Wagner, Cashier  
B. F. Wagner, President  
State Bank of Leavenworth

Recorded Map 14 1911  
George L. Lawrence  
Register of Deeds  
For Return See Book 52 Page 330