

MORTGAGE RECORD No. 40.

585

COUPON MORTGAGE—PAUL DOWNHILL BOOK CO., LEAVENWORTH, KAN., No. 1294

This Indenture, Made this 2^d day of March in the year of our Lord one thousand nine hundred seven between U. S. Skaggs and E. S. Skaggs Husband and Wife of Overbrook in the County of Osage and State of Kansas, of the first part, and J. P. Banker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand 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 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:

The east half of the North West Quarter of section Eight (8) Township Fifteen (15) Range Eighteen (18) Containing 80 Acres more or less.

with the appurtenances and all the estate, title and interest of the said part of of the first part therein. And the said Transfers 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 inalienable 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 Three thousand 700 Dollars, according to the terms of One certain promissory note, this day executed by the said U. S. Skaggs and E. S. Skaggs to the said part of of the second part. Said note being given for the sum of Three thousand Dollars, dated March 2- 1907 due and payable in Ten 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 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 accruing penalties, interests and costs, and insure the same at the expense of the part of 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 upon 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 of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of 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 of 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 of of the second part making such sale on demand, to the said U. S. Skaggs and E. S. Skaggs their heirs and assigns.

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

Signet, Sealed and Delivered in Presence of

U. S. Skaggs (SEAL)
E. S. Skaggs (SEAL)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 2nd day of March A. D. 1907, before me J. A. Cordts a Notary Public in and for said County and State came U. S. Skaggs and E. S. Skaggs his wife to me personally known to be the same persons 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 Nov. 21 1908 J. A. Cordts Notary Public

Filed for Record the 6 day of March A. D. 1907 at 9⁵⁵ o'clock A. M.

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

one thousand nine
of the first part, and
part:
of the sum of
DOLLARS,
bargain, sell and
in the County
the
24th
Township
12th Range
acres
road through
hereby covenant
inalienable estate of
claims whatsoever.
Dollars,
lasted
second part. Said
Dollars,
thereof, with interest
shall be void if such
part hereby agree
insured in favor of
DOLLARS,
penalties, interests
interests and costs
premises, and shall
interest thereon, or the
whole principal of said
note, and interest thereon,
and all taxes and costs
thereon remaining unpaid
or which may have been
paid by 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,
appraisement hereby
waived or not at the
option of the part
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
surplus, if any there
be, shall be paid by
the part
of the second part
making such sale on
demand, to the said
U. S. Skaggs and
E. S. Skaggs their
heirs and assigns.

(The above bonds described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 19th day of March A. D. 1907 J. P. Banker)
I, J. P. Banker, Notary Public in and for the County of Osage, State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on the 6 day of March A. D. 1907.
Witness my hand and seal this 19th day of March A. D. 1907.
J. P. Banker Notary Public

(1907)
Attest
Subscribed and sworn to before me
a Notary Public in and for the County of Osage, State of Kansas, this 19th day of March A. D. 1907.
E. E. Armstrong Register of Deeds.

Recorded Feb. 27 1912

D. 1907, before me
and wife
the same.
Notary Public
M.
Register of Deeds.