MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 8th day of March in the year of our Lord one thousand nine hundred And Seven between Rebecca Boothe (a widow) and Robert H. Finley, A Single Man, of Lecompton in the County of Douglas and State of Kansas, of the first part, and The State Bank of Lecompton, A Corporation of Lecompton, Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred and fifty and No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, its 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 Lots numbered Five, Six and Seven, in Block numbered Eighteen, in the City of Lecompton Douglas Co. Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Rebecca Boothe and Robert H. Finley. do ve 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 Two Hundred and fifty and No/100 Dollars, according to the terms of their certain promissory note this day executed by the said Rebecca Boothe, and Robert H. Finley to the said part y of the second part. Said note being given for the sum of, Two Hundred and fifty and No/100 Dollars, dated March 8th, 1907. due and payable in Three years from date hereof, with interest at the rate of $ 10 per Cent per Annum payable Semi Annually on the 8th days of Sept & March each year 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 Eight Hundred $ 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 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 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 its 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 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 overplus, 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 parties of the first part ha ve hereunto set their hand S and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Rebecca Boothe (SEAL)

Robert H. Finley. (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 8th day of Mch A. D. 1907, before me Della W. Sliff a Notary Public in and for said County and State came Rebecca Boothe A Widow & Robert H. Finley an Unmarried Man, 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 10th 1910 (L S) Della W. Sliff Notary Public

Filed for Record the 18th day of March A. D. 1907, at 9 30 o'clock A M.

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

Release

The within is endorsed on the original instrument.

The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged Witness my hand, this 14 day of Jan A D 1910

(Recorded Jan 18 1910 W. B. East. A. S. x Glenn mark

Floyd J. Lawrence Register of Deeds.)

Released Jan 18, 1910
Floyd J. Lawrence
Register of Deeds.