

# MORTGAGE RECORD No. 40.

589

COUPON MORTGAGE—BANK DOWNSIDE BOOK CO., LEAVENWORTH, KAN., No. 1241.

This Indenture, Made this 16<sup>th</sup> day of March in the year of our Lord one thousand nine

hundred Seven between Wash Simpson and Louis Simpson, both unmarried men.  
of Clinton Township in the County of Douglas and State of Kansas, of the first part, and

Christian Hoamanne of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Twelve 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 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 that portion of the East half (1/2) of the North west quarter (1/4) of Section Number Seventeen (17) Township Number Thirteen (13) South of Range Number Nineteen (19) East of the 6<sup>th</sup> P.M. lying South of the Mahanua River, lying Twenty-one and 3/4 Acres more or less. And also the South east quarter (1/4) of the North east quarter (1/4) of Section Number Seventeen (17) Township Number Thirteen (13) South of Range Number Nineteen (19) East of the 6<sup>th</sup> P.M. (lies begin at the North East corner of said tract thence west 77<sup>th</sup> Chains, thence South 33.34° East 8<sup>th</sup> Ch. South 74<sup>th</sup> East 15<sup>th</sup> Ch. North 67<sup>th</sup> East 5<sup>th</sup> Ch. To the North 8<sup>th</sup> Ch. to place of beginning, 7<sup>th</sup> Acres more or less)

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said Wash Simpson and Louis Simpson parties of the first part,

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 Twelve Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Wash Simpson and Louis Simpson to the said part y of the second part. Said note being given for the sum of Twelve Hundred Dollars, dated March 16<sup>th</sup> 1907 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 part ies 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 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 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 y 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 overplus, if any there be, shall be paid by the part y making such sale on demand, to the said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Wash Simpson (SEAL)  
Louis Simpson (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of March A. D. 1907, before me Jesse Brooks a Notary Public in and for said County and State came

Wash Simpson and Louis Simpson both unmarried men 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 November 8<sup>th</sup> 1909 Jesse Brooks Notary Public

Filed for Record the 16<sup>th</sup> day of March A. D. 1907, at 5 o'clock P. M.

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

(This document is endorsed on the original instrument)  
The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 16<sup>th</sup> day of March A. D. 1907.

John F. Lawrence  
day in fact for Carl & Lancelotti

Recorded May 31 1907  
John F. Lawrence  
Register of Deeds

For assignment see Book 17 Page 1108

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