

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—KANS. DODD-WORTH BROS. CO., LEITCHWORTH, KAN., No. 1204.

The following is entered on the original instrument:
 The note herein described having been paid in full, fully discharged and the
 same hereby released and discharged. All witnesses my hand and seal this 11th day of
 Nov. 1907.

Notary Public in and for the State of Kansas
L. Hawk

Recorded Nov. 27 1907

Lloyd L. Lawrence
 Register of Deeds
 Nov. 6, 1907, p. 147.

For assignment see Book 61, Page 545
 For assignment see Book 61, Page 545
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This Indenture, Made this First day of June in the year of our Lord one thousand nine hundred and Seven between Charles S. Husted and Clara L. Husted (Husband & Wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Ernest Wise of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand (\$2000) 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 party 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:

Commencing on the West line of the South West fractional quarter of Section Seven (7) Township Twelve (12) Range Twenty (20) East of 16th T. 12 N. at a point 14.55 Chains North of the S.W. Cor. of said 7 Sec. 29. 75 Chains; thence North 20. 75 Chains to the N.W. Cor. of said 7 Sec. 29. 75 Chains; thence East on the North line of said 7 Sec. 29. 75 Chains to place of beginning less South 20. 75 Chains thence West 24 1/2 Chains to place of beginning less the following: beginning 17 1/2 Chains North of S.W. Cor. of said 7 Sec. 29. 75 Chains; thence East 10 rods; thence North 7 rods; thence West 10 rods; thence South 7 rods & beginning being 7 acre church lot.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Charles S. Husted & Clara L. Husted 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 Two Thousand Dollars, according to the terms of one certain promissory note, this day executed by the said

Charles S. Husted & Clara L. Husted to the said party of the second part. Said note being given for the sum of Two Thousand Dollars,

dated June 1st 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 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

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 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the

party of the second part; and it shall be lawful for the party 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 party 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 party making such sale on demand, to the said Charles S. Husted & Clara L. Husted heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
C. S. Hawk Charles S. Husted (SEAL)
Clara L. Husted (SEAL)

State of Kansas, Douglas County, ss.

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

C. S. Hawk a Notary Public in and for said County and State came

Charles S. Husted and Clara L. Husted (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 official seal on the day and year last above written.

My commission expires October 13th 1907 C. S. Hawk Notary Public

Filed for Record the 5 day of June A. D. 1907 at 3:20 o'clock P. M.

By Eric C. Brunsberg Deputy, W. L. Brunsberg Register of Deeds.