

# MORTGAGE RECORD No. 40.

COUPON MORTGAGE - SAMPSON BOOK CO., LITTLE ROCK, ARK., NO. 1251

This Indenture, Made this fourth day of September in the year of our Lord one thousand nine hundred and seven between Samuel H. Davis and his wife Emma Davis of W. R. Stubbs of Wakarusa Township Douglas County Kansas in the County of Douglas and State of Kansas, of the first part, and of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fourteen 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 of the second part, no 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 west one half 1/2 of the North East quarter 1/4 of the north east quarter 1/4 of Section twenty eight (28) Township Thirteen (13) Range Twenty one (21) containing twenty 20 acres more or less  
Said sum of Fourteen Hundred dollars being a part of the purchase money of said premises.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Samuel H. Davis & his wife Emma Davis do hereby covenant and agree that at the delivery hereof they were and 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 Fourteen Hundred Dollars, according to the terms of this certain promissory note, dated September twenty third 1907, this day executed by the said parties of the first part to the said part of the second part. Said note being given for the sum of Fourteen Hundred Dollars, dated September twenty third 1907, due and payable in four 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 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 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not at the option of the parties of the second part; and it shall be lawful for the parties of the second part no 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 parties of the second part no 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 parties of the second part no 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  
Samuel H. Davis (SEAL)  
Emma Davis (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of Nov. A. D. 1907, before me Henry Ables a Notary Public in and for said County and State came Samuel H. Davis and Emma Davis his 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 Sept. 23 1910 Henry Ables Notary Public

Filed for Record the 20 day of Nov. A. D. 1907, at 3:30 o'clock P. M.  
By J. C. Armstrong Deputy. W. C. Armstrong Register of Deeds.

(For Recd - See Vol. 44 Pg 634)  
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