

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - L. L. BODENBORN BROS. CO. LEAVENWORTH, KAN., NO. 1211

This Indenture, Made this Twenty-third day of November in the year of our Lord one thousand nine hundred and seven between Charles L. Shirar (unmarried)

Laurence in the County of Douglas and State of Kansas, of the first part, and Martha P. Libson

of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of One thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain, sell and mortgage to the said part 2 of the second part, her 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 at a point fifteen and 1/2 chains north of the South east corner of the South East quarter 1/4 of Section Seventeen (17) Township Thirteen (13) Range Twenty (20) East 3rd P.M. Thence North twenty (20) feet (21) and 23/40 chains to the North east corner of said quarter (1/4) thence west Quarter and 3/40 chains or 1/2 mile thence South parallel with the east line of said quarter Section to the center of the channel of the Wakarusa Creek thence easterly down the center channel of said Creek to a point fifteen and 1/2 chains North of the South line of said quarter Section thence east Six chains more or less to beginning containing 38 acres

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said

Charles L. Shirar do and hereby covenant

and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 One thousand Dollars, according to the terms of one certain promissory note this day executed by the said

Charles L. Shirar to the said part 2 of the second part. Said note being given for the sum of One thousand Dollars, dated November 23^d 1907 due and payable in Three year 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 1 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 part 1 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 1, 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 2 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not at the option of the part 1 of the second part; and it shall be lawful for the part 2 of the second part his executors, administrators and assigns, at any time hereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, without and without any sale, for or not at the option of the part 1 of the second part without administrator or assign, 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 1 making such sale on demand, to the said Charles L. Shirar his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has herunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Chas. L. Shirar (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of November A. D. 1907, before me John M. Newlin a Notary Public in and for said County and State came

Charles L. Shirar

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 herunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 11 1908 John M. Newlin Notary Public

Filed for Record the 23 day of Nov, A. D. 1907, at 2²⁶ o'clock P.M.

By Elsie E. Armstrong W. W. Armstrong Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the property this 27th day of November, 1911
Martha P. Libson.

attest

John M. Newlin
Notary Public