

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - SIML BODWORTH BOOK CO. LEATHEWORTH, ILL. No. 1244.

This Indenture, Made this 26<sup>th</sup> day of November in the year of our Lord one thousand nine hundred seven between William E. McDowell and Lillie G. McDowell, his wife of Leecompton in the County of Douglas and State of Kansas, of the first part, and U. G. East, Cashier of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred Fifty and 00/100 DOLLARS, 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: Lots number 1-2-3-4 and nine feet off the South of lot No. 5, and East half of the north 15 feet of lot No. 5, also a vacated portion of 7<sup>th</sup> feet adjoining and belonging to lot No. 11 All in Block 97 in the City of Leecompton according to the recorded plat thereof. Also beginning at a point 53 rods north of the center of Section 3-Twp. 12 of Range 18 and running thence north 15 rods, thence west 22 rods, thence south 15 rods, thence east thirty two rods to place of beginning.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said William E. McDowell and Lillie G. McDowell 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 Three hundred and fifty 00/100 Dollars, according to the terms of their certain promissory note this day executed by the said William E. McDowell and Lillie G. McDowell to the said party of the second part. Said note being given for the sum of Three hundred and fifty 00/100 Dollars, dated Nov. 25 - 1907 due and payable in Three 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

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 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, 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 parties 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 parties of the second part, his executors, administrators and assigns, to the said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

William E. McDowell (Seal)
Lillie G. McDowell (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 27<sup>th</sup> day of November A. D. 1907, before me Jella W. Sliff a Notary Public in and for said County and State came William E. McDowell and Lillie G. McDowell known 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 hereto set my hand and affixed my official seal on the day and year last above written. My commission expires Feb'y - 10 1910 Jella W. Sliff Notary Public

Filed for Record the 7<sup>th</sup> day of Dec. A. D. 1907, at 11:00 o'clock A. M. by Alice E. Armstrong Deputy. W. Armstrong Register of Deeds.

The following is returned by the original mortgagee. The note herein described having been paid in full this mortgage was duly released and the land thereon can be discharged. Witness my hand this 10 day of August A.D. 1908. U. G. East, Cashier.

Recorded here 20 - 1908. W. W. Armstrong, Register of Deeds.