

MORTGAGE RECORD No. 40.

627

COUPON MORTGAGE - BANK OF KANSAS, LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 10th day of January in the year of our Lord one thousand nine hundred Eight between William E. McDowell and Lillie S. McDowell, his wife of Leavenworth in the County of Douglas and State of Kansas, of the first part, and

W. S. East, Cashier of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred and Fifty and 70/100 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:

Lot numbered 1-2-3-4 and nine feet off the south of lot number 5 and the east half of the north 15 feet of lot number 5, also a vacated portion of 4th Street adjoining and belonging to lot number 1, all in Block 37 in the City of Leavenworth, according to the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said William E. McDowell & Lillie S. McDowell his wife do hereby covenant

and agree that at the delivery hereof they are 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 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 & fifty & 70/100 Dollars, according to the terms of their certain promissory note this day executed by the said

William E. McDowell and Lillie S. McDowell to the said part y of the second part. Said

note being given for the sum of Three hundred and fifty and 70/100 Dollars, dated Nov. 23, 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 part is 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 Four Hundred and 70/100 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 part is 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 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

part y of the second part, and all sums paid by 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 part y of the second part his executors, administrators and 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 is making such sale on demand, to the said first parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part is 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

W. S. East, William E. McDowell (SEAL) Lillie S. McDowell (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of January A. D. 1908, before me

Jella W. Sliff a Notary Public in and for said County and State came

William E. McDowell and Lillie S. McDowell 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 July - 10 1910 Jella W. Sliff Notary Public

Filed for Record the 17 day of Jan, A. D. 1908, at 10²⁰ o'clock A. M.

By Eric C. Armstrong Deputy, Register of Deeds.

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day. (SEAL)

(SEAL)

This following is endorsed on the original indenture set
the note for the same, having been paid in full this mortgage
is hereby released and the same is hereby created as charged.
As witness my hand this 24th day of July A.D. 1908.
W. S. East, Cashier.

Registered Oct. 17-1908.
Atty. General's Office.
Register of Deeds.