

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—RAWL FORDWORTH BOOK CO., LEAVENWORTH, KAN., No. 12041

This Indenture, Made this the First day of January in the year of our Lord one thousand nine hundred Eight between William H. Campbell and Nellie C. Campbell (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

J. Grover of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Twelve 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, 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 at the north east corner of the north east quarter (1/4) of Sect. in Dix (6) Township Twelve (12) South of Range Twenty (20) East of 6" P. M. thence west 150 rods thence south eighty (80) rods thence east 150 rods thence North 80 rods to the place of beginning containing 75 acres of land more or less,

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said William H. Campbell and Nellie C. Campbell 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 Twelve hundred Dollars according to the terms of one certain promissory note this day executed by the said William H. Campbell and Nellie C. Campbell to the said part of the second part. Said note being given for the sum of Twelve hundred Dollars, dated January 1st 1908 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 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 part 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part of the second part to execute, 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 of the second part to execute, 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 part of the second part making such sale on demand, to the said William H. Campbell 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

William H. Campbell (SEAL)
Nellie C. Campbell (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this First day of January A. D. 1908, before me John M. Nowlin a Notary Public in and for said County and State came William H. Campbell and Nellie C. Campbell

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 April 11 1911 283 John M. Nowlin Notary Public

Filed for Record the 17 day of January A. D. 1908, at 10 o'clock A M.

W. E. O. Armstrong Deputy, W. E. O. Armstrong Register of Deeds.

This mortgage is subject to the original instrument. The same herein described having been paid in full, the mortgage is hereby released and the money created discharged. At witness my hand and seal this 17th day of January, A. D. 1908.

W. E. O. Armstrong, Deputy Register of Deeds.

Recorded March 27 1908
W. E. O. Armstrong
Deputy Register of Deeds.