

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LIVE DOWNSIDE BOOK CO., LEAVENWORTH, KAN., No. 1241

This Indenture, Made this Twenty fifth day of January in the year of our Lord one thousand nine hundred and Eight between Howard Barnett (widower) of Tonganoxie in the County of Leavenworth and State of Kansas, of the first part, and W. C. Phenicie of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Seven hundred and Seventy five 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 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:

The East Nine and one third (9 1/3) acres of the west half (1/2) of North West quarter (1/4) of North West quarter (1/4) of Section Seven (7) Township Thirteen (13) South of Range Twenty (20)

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said Howard Barnett do 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 Seven hundred and Seventy five Dollars, according to the terms of one certain promissory note this day executed by the said Howard Barnett to the said part y of the second part. Said

note being given for the sum of Seven hundred and Seventy five Dollars, dated Jan - 25 - 1908 due and payable in Two 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 y 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y 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 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 y making such sale on demand, to the said Howard Barnett, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Howard Barnett (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25 day of January A. D. 1908, before me John M. Newlin a Notary Public in and for said County and State came Howard Barnett

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 John M. Newlin Notary Public

Filed for Record the 25 day of Jan A. D. 1908 at 2 o'clock P M.

By Isie E. Armstrong Deputy. A. W. Armstrong Register of Deeds.

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As follows: being in and under the original instrument, the mortgage herein described having been paid in full, the mortgage is hereby released and the same hereby is discharged as witness my hand this 22nd day of September 1911
W. C. Phenicie
Recorded Sept 26 1911
Flora L. Lawrence
Register of Deeds.