

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - SALT DOME NORTH MOOR CO. LEAVERSTOWN, IAN. No. 1211

This Indenture; Made this 30th day of January in the year of our Lord one thousand nine hundred Eight between William Collins and Agnes Collins his wife of Lecompton in the County of Douglas and State of Kansas, of the first part, and

W. B. East, Cashier of the second part: Witnesseth, That the said part us of the first part, in consideration of the sum of Twelve Hundred 1200 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 us of the second part, us 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 on the east line of the W. half of Lot 3 in S.W. fractional 1/4 of Sec. 12, Twp. 12, R. 19, at its intersection with the N. line of the highway running easterly & westerly near the S. line of said Lot 3; thence N. along the W. line of said lot to the E. line of the highway; thence easterly following the meandering of said line to the E. line of land conveyed to the N.C. Topick & Western R.R. Co. Sept. 17, 1896 by this grant, and recorded in deed book 57 P. 172 said County records in S. fractional half of S.E. 1/4 of Sec. 6, S. 2nd Twp. and range, thence S. to the N. line of the right of way of said R.R. Co. to its intersection with said highway; the following the N. line of said right way easterly to the place of beginning containing 14 acres more or less being in said S.W. 1/4 of Sec. 6 of S.E. 1/4 of Sec. 6 of Twp. 12, R. 19, and all of W. 1/2 of N.W. 1/4 of Sec. 8 Twp. 12 Range 19, East of the 6th Principal Meridian Excepting the Right of Way of the Atchafalaya, Topick and Santa Fe Railway Company.

with the appurtenances and all the estate, title and interest of the said part us of the first part therein. And the said William Collins and Agnes Collins 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 Twelve Hundred 1200 Dollars, according to the terms of their certain promissory note this day executed by the said William Collins and Agnes Collins to the said part us of the second part. Said note being given for the sum of Twelve Hundred 1200 Dollars, dated January - 30 - 1908 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 us 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 Five Hundred and Fifty 550 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 us 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 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 us of the second part, and all sums paid by the part us of the second part for insurance, shall be due and payable or not at the option of the part us of the second part; and it shall be lawful for the part us of the second part us 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 us of the second part us 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 us making such sale on demand, to the said William Collins and Agnes Collins, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part us 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 Collins (SEAL)
Agnes Collins (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30th day of January A. D. 1908, before me Jesse W. Sliff a Notary Public in and for said County and State came William Collins and Agnes Collins 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 Feb. 10 - 1908 Jesse W. Sliff Notary Public

Filed for Record the 31 day of Jan'y A. D. 1908, at 2⁰⁰ o'clock A. M.
By Eric E. Armstrong Notary. W. Armstrong Register of Deeds.

The following is published on the official instrument
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand and the seal of my office, A. D. 1911.
Jesse W. Sliff a. Cashier, Bank of Lecompton
B. F. Meyer
John V. Sliff a. Cashier, Corp. Bank

Records Dept. 10 1911
J. Lloyd L. Lawrence
Register of Deeds