

# MORTGAGE RECORD No. 40.

635

Coupon Mortgage - SAML DOWDNEY BOOK CO, LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 4<sup>th</sup> day of March in the year of our Lord one thousand nine hundred Eight between Samuel Reynolds and Lizzie S. Reynolds, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Martha P. Gibson of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Four Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and mortgage to the said part of the second part, her 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:

Beginning at the North east corner of south east quarter (1/4) Section One (1), Township Thirteen (13) Range Twelfth (12); thence south Twenty (20) rods; thence West Sixty (60) rods; thence North 20 rods; thence East 6 rods to the place of beginning containing 1 1/2 acres, more or less.

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said

Samuel Reynolds

do es 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 Four hundred Dollars, according to the terms of the certain promissory note, this day executed by the said

Samuel Reynolds and Lizzie S. Reynolds to the said part of of the second part. Said note being given for the sum of Four hundred Dollars,

dated March 4, 1908 due and payable in one year 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

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 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part is of the second part her executors, administrators and assigns, at any time hereafter, 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 of the second part her 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 is making such sale on demand, to the said

Samuel Reynolds, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Samuel Reynolds, (SEAL)  
Lizzie S. Reynolds, (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 4<sup>th</sup> day of March, A. D. 1908, before me Geo. A. Bailes, a Notary Public in and for said County and State came Samuel Reynolds and Lizzie S. Reynolds, husband and 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 Nov. 27<sup>th</sup> 1908 Geo. A. Bailes Notary Public

Filed for Record the 6 day of Mar. A. D. 1908, at 11 o'clock 9 M.

By Chas. E. Armstrong Deputy. Chas. E. Armstrong Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 27th day of May 1918 Martha P. Gibson

ATTEST: Estelle J. Posthums Registered Deeds