

COUPON MORTGAGE - JOURNAL OF THE STATE OF KANSAS

This Indenture, Made this 23 day of November in the year of our Lord, one thousand nine hundred Eight between Harley E. Smith, a single man of Leavenworth in the County of Douglas and State of Kansas, of the first part, and State Bank of Leavenworth of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Four Hundred and Fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain sell and mortgage to the said part 2 of the second part, its 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 44.00' North of S.W. cor. of Sec. 34 - Township 11, South of Range 17 East of 6th M. line. East 36.00' and on to the west side of 11th Street North 17 rods; thence west 36.00' to the west line of Sec. 34; thence South 44 ft. 11 in; thence into Sec. 34. Sec. 34. 205 ft. and in; thence west 15 degrees, South 208 ft. 2.08 ft. in; thence South 76.00' thence east 208 ft. 2 in; North 36 ft. 7 in; east 1.08 ft. in; to place of beginning.

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said Harley E. Smith do hereby covenant and agree that as the delivery hereof he 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 and Fifty Dollars, according to the terms of his certain promissory note this day executed by the said part 1 of the first part to the said part 2 of the second part. Said note being given for the sum of Four Hundred and Fifty Dollars, dated 23 - 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 1 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 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 1 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 1 of the first part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not at the option of the part 1 of the second part; and it shall be lawful for the part 1 of the second part, its 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 1 of the second part, its 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 1 making such sale on demand, to the said first party, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 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

Harley E. Smith (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23 day of Nov. A. D. 1908, before me

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

Harley E. Smith a single man,

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 - 1910 Jella W. Luff Notary Public

Filed for Record the 28 day of Dec. A. D. 1908, at 3 o'clock P.M.

By Elsie E. Armstrong Deputy.

Al. Armstrong Register of Deeds.

The following is confirmed on the original instrument:  
 This note having been paid in full, this mortgage is hereby released and the  
 lien thereon is hereby extinguished. As witness my hand this 23 day of Nov. A. D. 1908.  
Jella W. Luff  
Notary Public  
State Bank of Leavenworth  
(Corp. Sec.)

Recorded Dec. 23, 1911  
 Jella W. Luff  
 Notary Public  
 R. M. W. Luff  
 Deputy