

Mortgage Record No. 46.

COUPON MORTGAGE - Journal Co. - Primary - Holders and their Successors - To be used only when the mortgage is recorded in the office of the Register of Deeds.

This Indenture, Made this 9th day of March in the year of our Lord, one thousand nine hundred Eleven (1911) between C. F. Wulffkuhle and Mary A. Wulffkuhle, his wife

of Winona Township in the County of Douglas and State of Kansas, of the first part, and William B. Herschell of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four thousand Five hundred and no/100 (\$4,500.00) 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:

The fractional South West Quarter (1/4) of Section Nineteen (19) and The West Half (1/2) of the South East Quarter (1/4) of Section Nineteen (19) all in Township Twelve (12) Range Eighteen (18) all East of the 6th P. M. and containing Two thousand and Fifty Eight Hundredths (2,058/100) Acres 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 C. F. Wulffkuhle and Mary A. Wulffkuhle, his wife 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 Four thousand Five hundred and no/100 (\$4,500.00) Dollars, according to the terms of a certain promissory note, this day executed by the said C. F. Wulffkuhle and Mary A. Wulffkuhle, his wife to the said part of the second part. Said note being given for the sum of Four thousand Five hundred and no/100 (\$4,500.00) Dollars, dated March 4th 1911 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 Four thousand Five hundred and no/100 (\$4,500.00) 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 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 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 of the second part making such sale on demand, to the said Parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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

C. F. Wulffkuhle (SEAL)
Mary A. Wulffkuhle (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 9th day of March A. D. 1911, before me Frank C. Banks a Notary Public in and for said County and State came C. F. Wulffkuhle and Mary A. Wulffkuhle, 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 November 9th 1911 (1911) Frank C. Banks Notary Public

Filed for Record the 9 day of March A. D. 1911, at 3:05 o'clock P. M.

By Floyd L. Lawrence Deputy. Register of Deeds.

This Indenture is endorsed on the original instrument and the same is hereby released and the same is hereby discharged. As witness my hand this 9th day of March A. D. 1911.
William B. Herschell Secretary of Deeds
Attest: J. J. Kiebler Secretary of Deeds
Winona Township

Recorded - June 30 - 1912
Floyd L. Lawrence
Register of Deeds
Winona Township

The note herein described being here paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 9th day of March A. D. 1911.
William B. Herschell Secretary of Deeds
Attest: J. J. Kiebler Secretary of Deeds
Winona Township