

# MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK OF THE STATE OF KANSAS, LEAVENWORTH, KAN., No. 1264.

This Indenture, Made this First day of March in the year of our Lord one thousand nine hundred and tw between Walter S. McCurdy a single man

of Lawrence in the County of Douglas and State of Kansas, of the first part, and L. H. Conrad of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of One Thousand (1000) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha<sup>s</sup> sold and by these presents do<sup>s</sup> grant, bargain, sell and mortgage to the said part of 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 late number fifty five and fifty seven 57 east Tennessee Street in the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do<sup>s</sup> 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 One Thousand Dollars, according to the terms of one certain promissory note this day executed by the said Walter S. McCurdy

to the said part of of the second part. Said note being given for the sum of One Thousand Dollars, dated March 1<sup>st</sup> 1901 due and payable in Five 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 of 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 Seven hundred and fifty 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 of 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 of 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 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 making such sale on demand, to the said party of the first part he heirs and assigns

IN TESTIMONY WHEREOF, The said part of of the first part ha<sup>s</sup> hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

L. H. Conrad

Walter S. McCurdy (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of March A. D. 1901, before me L. H. Conrad a Notary Public in and for said County and State came Walter S. McCurdy 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 Jan-26<sup>th</sup> 1905 (L. H. Conrad) Notary Public

Filed for Record the 3<sup>rd</sup> day of March A. D. 1901, at 2<sup>50</sup> o'clock P. M.

By Lillie B. Sofman Deputy. L. H. Conrad Register of Deeds.

This Indenture is acknowledged as the original instrument to which the mortgage hereinbefore made is duly attached and is a true and correct copy of the original instrument as the same appears from the records of the County of Douglas, Kansas, this 19th day of March, A. D. 1901.

Recorded April 30<sup>th</sup> 1901  
Estelle P. Smith  
Register of Deeds