

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SALT SPRING MORTGAGE CO., SALT SPRING, ILL., No. 1201.

This Indenture, Made this 30th day of April in the year of our Lord one thousand nine hundred and one 1901 between William H. Cole & Frances C. his wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and

John D. Adams, of Douglas County Kansas,

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four hundred (\$400) DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell 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 east 1/4 (1/4) acre of the south twenty three (23) acres of the south west quarter of the south west of section No. eighteen (18) in township No. twelve (12) South of Range No. twenty (20) East of the sixth principal Meridian Kansas.

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

parties of the first part

do hereby covenant

and agree that at the delivery hereof they are the lawful owners 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 hundred (\$400) Dollars, and to be paid in full by said parties of the first part, and delivered by said William H. Cole & Frances C. his wife to the said part of the second part, said

note being given for the sum of _____ Dollars, dated _____ due and payable in _____ 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 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 the second part assigns 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, interest and costs, and the sum of the expense of said part of the first part, and the said part of the second part shall be liable for the same.

But if default be made in such payment, or any part thereof, or interest thereon, or 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 if some 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

excess, if any there be, shall be paid by the part of making such sale on demand, to the said William H. Cole & Frances C.

his wife, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year last

above written. W. H. Cole (SEAL)

Frances C. Cole (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30th day of April A. D. 1901, before me

Geo. B. Edgar a Notary Public in and for said County and State came William H. Cole & Frances C. Cole, 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 May 6 1901. Geo. B. Edgar Notary Public

Filed for Record the 2nd day of May A. D. 1901, at 4 o'clock P. M.

By Lillie B. Spelman Deputy, G. B. Spelman Register of Deeds.

Records, January 16, 1901, A. D. 1901
 All money paid to be
 By J. B. Spelman
 Deputy.