

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK OF KANSAS, KANSAS CITY, MO., No. 1214

This Indenture, Made this Fifteenth day of May in the year of our Lord one thousand nine hundred and one between C. T. Spencer and Annie B. Spencer, his wife, of Big Springs in the County of Douglas and State of Kansas, of the first part, and Fanny Bergman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand 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 of the second part, he 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 west seventy, 70 acres of the south half of the north east quarter of section number fourteen 14 in township number twelve 12 South of Range number seventeen 17 East of the Sixth 6th Principal Meridian

with the appurtenances and all the estate, title and interest of the said parties 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 One thousand Dollars, according to the terms of one certain promissory note this day executed by the said C. T. Spencer and Annie B. Spencer to the said part of of the second part. Said note being given for the sum of One thousand Dollars, dated May 15th 1901 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 parties 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 all 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 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 her 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 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 of making such sale on demand, to the said parties of the first part 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.

Signed, Sealed and Delivered in Presence of

B. H. Corvel

C. T. Spencer

Annie B. Spencer

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of May A. D. 1901, before me B. H. Corvel a Notary Public in and for said County and State came

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 26th 1905 B. H. Corvel Notary Public

Filed for Record the 15th day of May A. D. 1901, at 5¹⁰ o'clock P. M.

By Willie B. Spelman Deputy. C. T. Spencer Register of Deeds.

The following is extract from the original instrument
The parties herein described having been fully advised of their rights
by being released and the same thereby created charges.
All witness my hand this 3rd day of July 1903.
Fanny Bergman

Recorded May 31 1903.
Notary Public
Register of Deeds.