

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—HARL DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1364

This Indenture, Made this fourteenth day of June in the year of our Lord one thousand nine hundred and one between George H. Smith, and Minnie G. Smith, his wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Marguerite M. Schwarz of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred and fifty 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, her 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:
Lot number ninety one (N) Vermont Street, Lawrence, Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part is 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 Seven hundred and fifty Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said part of of the second part. Said note being given for the sum of Seven hundred and fifty Dollars, dated June 14th 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 part is 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 _____ 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 is 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 part is of the first part have hereunto set their hand and seal of the day and year last above written.

Signed, Sealed and Delivered in Presence of

Geo. H. Smith (SEAL)
Mrs. Minnie G. Smith (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of June A. D. 1901, before me _____ a Notary Public in and for said County and State came

George H. Smith, and Minnie G. Smith, 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 Nov. 4 1901. James Brooks Notary Public

Filed for Record the 18th day of June A. D. 1901, at 11⁰⁰ o'clock A. M.

By Elliot R. Sopman Deputy. Ed. P. Soman Register of Deeds.

This mortgage is declared on the original instrument. The same having been delivered to me by the parties hereto, and the same being correct and true, I have hereunto set my hand and seal of the day and year last above written.

*Recorded Dec. 21st 1908.
At Lawrence, Kan.
Register of Deeds.
(For Assignment See Book 44 Page 25)*