

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - SAML. DOWNSHORE BOOK CO., LEAVENWORTH, KAN., No. 1294

This Indenture, Made this twenty fifth day of June in the year of our Lord one thousand nine hundred and one between Malcolm Court and Edna H. Court his wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Savinia Trough, whose post office address is Kansas City, Jackson County, Missouri of the second part:

Witnesseth, That the said part iv of the first part, in consideration of the sum of Twenty five hundred (\$2,500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part iv 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 numbered twenty one (21) and twenty three (23) on Massachusetts street and Lot numbered twenty four (24) on Vermont street, all in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part iv of the first part therein. And the said Malcolm Court and Edna H. Court 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 Twenty five hundred Dollars, according to the terms of one certain promissory note this day executed by the said Malcolm Court and Edna H. Court to the said part iv of the second part. Said note being given for the sum of Twenty five hundred Dollars, dated June 25th 1901 due and payable in two 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 iv 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 thousand DOLLARS

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accuring penalties, interests and costs, and insure the same at the expense of the part iv of the first part, and the expense of such taxes and accuring 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 accuring penalties and interest and costs thereon remaining unpaid or which may have been paid by the part iv of the second part, and all sums paid by the part iv of the second part for insurance, shall be due and payable or not at the option of the part iv of the second part; and it shall be lawful for the part iv of the second part her executors, administrators and assigns, at any time hereafter, 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 iv of the second part her executors, administrators and 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 surplus, if any there be, shall be paid by the part iv making such sale on demand, to the said Malcolm Court, his heirs and assigns. this mortgage is subject to

\$75,000 in favor of John S. Trough & son date hereunto
IN TESTIMONY WHEREOF, The said part iv of the first part has hereunto set their hand and seal of the day and year last above written.

Signed, Sealed and Delivered in Presence of Rev. Stamps For
Malcolm Court (SEAL)
Edna H. Court (SEAL)

State of Kansas Missouri Jasper County, ss.

BE IT REMEMBERED, That on this 25th day of June A. D. 1901, before me J. P. Stewart a Notary Public in and for said County and State came

Malcolm Court and Edna H. Court 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 June 6 1903 J. P. Stewart Notary Public

Filed for Record the 1 day of July A. D. 1901, at 4³⁰ o'clock P. M.

By Lillie B. Johnson Deputy. L. B. Johnson Register of Deeds.

This following is signed on the original instrument.
My Notary in Charge has having this in his file.
This mortgage is hereby released by the person who signed it.
Witness my hand and seal this 11 day of January A.D. 1904.
Savinia Trough

Lord one thousand nine

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second part:

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(SEAL)

(SEAL)

A. D. 1901, before me

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written.

Notary Public

M.

Register of Deeds.