

MORTGAGE RECORD No. 40.

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COUPON MORTGAGE—LAWL ENDSWORTH BOOK CO. LEAVENWORTH, KAN., No. 12341

This Indenture, Made this Twenty Ninth day of August in the year of our Lord one thousand nine hundred and between Henry Johnes a widower

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Marshall E. Seary of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred 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 parties 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:

Lots (27) Thirty nine and (28) Forty three New York St. in the City of Lawrence Douglas County Kansas

with the appurtenances and all the estate, title and interest in 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 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 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 Six hundred DOLLARS, according to the terms of a certain promissory note—this day executed by the said parties of the first part

to the said parties of the second part. Said note being given for the sum of Six hundred DOLLARS, dated August 27th 1901 due and payable in Six 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 Six hundred 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 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 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 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

Henry Johnes (SEAL)

Marshall E. Seary (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 29th day of August A. D. 1901, before me W. C. Spangler a Notary Public in and for said County and State came Henry Johnes a widower

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 Oct 5th 1902 W. C. Spangler Notary Public

Filed for Record the 29th day of Aug. A. D. 1901 at 9⁵⁵ o'clock A. M.

By Willie B. Bowman Deputy. E. B. Bowman Register of Deeds.

The following is Enclosed on the original instrument
My Notary Public having been paid in full
This Mortgage is hereby Released with the same Henry Johnes
Witness my hand this 18th day of Aug. A.D. 1901
Marshall E. Seary

Recorded July 18th 1902
W. C. Spangler
Notary Public