

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK OF THE STATE OF KANSAS, LEAVENWORTH, KAN., No. 1201.

This Indenture, Made this Fourth day of September in the year of our Lord one thousand nine hundred and one between Joel W. Garst and Abbie A. Garst, husband and wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mathilda Allen of the same place

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 Forty-four (44) on Adams Street in Deans Sub-division of west half (1/2) of Block number Seven (7) of Earl's Addition to the City of Lawrence

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

Joel W. Garst and Abbie A. Garst parties of the first part do hereby covenant and agree that at the delivery hereof and 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 Three hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Joel W. Garst and Abbie A. Garst to the said part of of the second part. Said note being given for the sum of Three hundred Dollars,

dated September 4 1901 due and payable in Three 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 Four 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 parties 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 surplus, if any there be, shall be paid by the part of of making such sale on demand, to the said Joel W. Garst and Abbie A. Garst, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part of of the first part ha thence set their hand and seal of the day and year last above written.

Signed, Sealed and Delivered in Presence of

Joel W. Garst (SEAL)
Abbie A. Garst (SEAL)

State of Kansas, County of Douglas —County, ss.

BE IT REMEMBERED, That on this 4 day of September A. D. 1901, before me James Brooks a Notary Public in and for said County and State came Joel W. Garst and Abbie A. Garst, husband and wife to me personally known to be the same person and 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 November 4 1901 James Brooks Notary Public

Filed for Record the 4 day of Sept A. D. 1901, at 4³⁵ o'clock P. M.

By Ellis B. Sopman Deputy. E. B. Sopman Register of Deeds.

This mortgage is subject to the original instrument
 the policy herein described being being part in full this mortgage
 is hereby released and the title hereby being hereby discharged
 (At Lawrence, Kan., on the 4th day of September 1901)
 Abbie W. Garst
 Administrator of Joel W. Garst, deceased

Received Sept 23, 1901
 Register of Deeds