

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SALT SPRINGVILLE, ILL., No. 1911.

This Indenture, Made this 26 day of September in the year of our Lord one thousand nine hundred and one between Benjamin H. Woodbury and Cynthia H. Woodbury his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and O. M. Anderson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred (600) 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 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:

Beginning eighty (80) feet west and one hundred (100) feet south of the south west corner of Block 1 in Lawrence (1) addition to the city of Lawrence, thence west one hundred and seventy (170) feet; thence south one hundred (100) feet; thence east one hundred and seventy (170) feet; thence north one hundred (100) feet to the place of beginning in the south east quarter of the north east quarter of section number thirty six (36) in township number twelve (12) South of Range number number (17) East of the sixth (6) principal meridian in the City of Lawrence Douglas County Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Benjamin H. Woodbury and Cynthia H. Woodbury his wife 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 (600) Dollars, according to the terms of her certain promissory note this day executed by the said

Benjamin H. Woodbury and Cynthia H. Woodbury his wife to the said part of the second part. Said note being given for the sum of Six hundred Dollars,

dated September 26 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 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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 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 Benjamin H. Woodbury, Cynthia H. Woodbury, 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

Benjamin H. Woodbury (SEAL)
Cynthia H. Woodbury (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 26 day of September A. D. 1901, before me David H. Shaw a Notary Public in and for said County and State came

Benjamin H. Woodbury and Cynthia H. Woodbury 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 May 1 A. D. 1902 David H. Shaw Notary Public

Filed for Record the 26 day of Sept A. D. 1901, at 8 o'clock P. M.

By Willie B. Chapman Deputy, W. B. Chapman Register of Deeds.

The following is enclosed on the original instrument.
This note was given by Benjamin H. Woodbury and Cynthia H. Woodbury his wife to the said part of the second part. Said note being given for the sum of Six hundred Dollars, dated September 26 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 Six hundred Dollars.

Recorded March 23 1902
C. B. Chapman
Register of Deeds.