

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - SAYS NORTH BOOK CO. LEAF NORTH KAN. NO. 1701

This Indenture, Made this Twelfth day of September in the year of our Lord one thousand nine hundred and one between Julius Fischer and Thelda Fischer, husband and wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and L. C. Wilson of same place of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Thousand 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 y 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:

The south one half (1/2) of Lot No. Fifty two (52) on Massachusetts street in the City of Lawrence, said County and state.

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

Julius Fischer does hereby covenant and agree that at the delivery hereof he is 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 he 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 Two Thousand Dollars, according to the terms of his certain promissory note this day executed by the said

Julius Fischer & Thelda Fischer to the said part y of the second part. Said note being given for the sum of Two Thousand Dollars,

dated Sept 12th 1901 due and payable in two years from date thereof, 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 y 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 Two Thousand DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the part y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 y making such sale on demand, to the said Julius Fischer, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies 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

Julius Fischer (Seal)
Thelda Fischer (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of October A. D. 1901, before me

W. C. Spangler a Notary Public in and for said County and State came

Julius Fischer & Thelda Fischer, husband and 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 Oct 5th 1902 W. C. Spangler Notary Public

Filed for Record the 11th day of Oct A. D. 1901 at 8³⁰ o'clock A. M.

By Billie B. Sopeman Deputy. G. B. Sopeman Register of Deeds.

The following is Enclosed our Original Instrument
The note above mentioned having been paid in full this mortgage
is hereby released and the lien thereon by created hereby
As Witness my Hand this 26 day of Feb. 1903
L. C. Wilson

Received Feb 26th 1903.
W. C. Spangler
Register of Deeds.