

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE - BANK OF THE NORTH ROCK CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this 15<sup>th</sup> day of December in the year of our Lord one thousand nine hundred 1904 between Anton Gerhard and Amelia M. Gerhard, husband and wife, and grantor in deed from Harry Dick and wife, dated Oct. 5, 1904 conveying said land of Lawrence in the County of Douglas and State of Kansas, of the first part, and

of the second part:

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

Commencing at the north west corner of the north west fractional quarter of section Six (6) Township Twelve (12) Range Twenty (20) East of the 6<sup>th</sup> M. Meridian South Fifty (50) Rods; thence east one hundred fifty seven (157) Rods; thence north Fifty (50) Rods; thence west one hundred fifty seven (157) Rods to the place of beginning containing 49 acres more or less.

with the appurtenances and all the estate, title and interest of 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 Thirteen hundred Dollars, due and payable in three years from date hereof, with interest thereon from date of payment per annum according to the terms of certain promissory note this day executed by the said parties of the first part, with its interest coupons attached to said note to the said part of the second part. Said

note being given for the sum of \_\_\_\_\_ Dollars, dated \_\_\_\_\_ due and payable in \_\_\_\_\_ 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 parties of the first part hereby agree

to pay all taxes, assessments and interest 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 at least Thirteen hundred Dollars, in this instrument

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 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 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 the second part 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 making such sale on demand, to the said heirs and assigns.

IN TESTIMONY WHEREOF, The said part of the first part have hereunto set \_\_\_\_\_ hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

(Seal)

(Seal)

State of Kansas,

County, ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1904, before me

a Notary Public in and for said County and State came

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 \_\_\_\_\_ 190 \_\_\_\_\_ Notary Public

Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1904, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

By \_\_\_\_\_ Deputy, \_\_\_\_\_ Register of Deeds.