

MORTGAGE RECORD No. 40.

359

COUPON MORTGAGE—RAWL FIDELITY-WORTH BOOK CO., LEAVER-WORTH, KAN., NO. 12164

This Indenture, Made this Eighth day of November in the year of our Lord one thousand nine hundred and one between Nellie B. Evans and C. B. Evans, her husband, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Nelly C. Griffith of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Thousand (1000) 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 y 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 one hundred and sixty four (164) situated on Tennessee Street in the City of Lawrence County Kansas and State aforesaid.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said Nellie B. Evans and C. B. Evans her husband do and 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 One Thousand (1000) Dollars, according to the terms of one certain promissory note, this day executed by the said Nellie B. Evans and C. B. Evans, her husband to the said part y of the second part. Said note being given for the sum of One Thousand (1000) Dollars, dated Nov 8 1901 due and payable in Five year 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 Twelve Hundred (1200) 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 ies 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 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 y 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 y making such sale on demand, to the said Nellie B. Evans and C. B. Evans her husband their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part ha^{ve} hereunto set their hand and seal the day and year last above written. Nov. 30 - 1901
Signed, Sealed and Delivered in Presence of

Nellie B. Evans (SEAL)
C. B. Evans (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30 day of November A. D. 1901, before me Daniel W. Shaw a Notary Public in and for said County and State came Nellie B. Evans and C. B. Evans her husband

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 31 1903 Daniel W. Shaw Notary Public

Filed for Record the 30 day of Nov. A. D. 1901, at 4 o'clock P.M.

By Lillie B. Ogden Deputy. G. A. Spelman Register of Deeds.

Lord one thousand nine hundred and one said land, is, of the first part, and

second part: ration of the sum of DOLLARS, grant, bargain, sell and situated in the County

ial quarter the 6 P.M. second (157) fifty percent of each

hereby covenant and indefeasible estate of at all claims whatsoever.

Dollars, by said parties the second part. Said Dollars,

ate hereof, with interest nee shall be void if such

the first part hereby agree nises insured in favor of DOLLARS,

ing penalties, interests ities, interests and costs ribed premises, and shall interest thereon, or the whole principal of said note have been paid by the not at the option of the ators and assigns, at any time waived or not at the from such sale to retain aking such sale, and the

the day and year last

(SEAL)

(SEAL)

A. D. 190 , before me

of the same.

ritten,

Notary Public

M.

Register of Deeds.

The following is a copy of the original instrument. The note herein described having been paid in full. My mortgage is now by release given to the lien thereby. Registered in the office of the Register of Deeds, City of Lawrence, Kas., Nov. 30, 1901. Nelly C. Griffith & Co. Conveyors.

Recorded Nov 19 - 1901 - C. W. Chubbory - Register of Deeds