

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—GAIL DODD NORTH BOOK CO., LEAVENWORTH, KAN., No. 12041

This Indenture, Made this Second day of November in the year of our Lord one thousand nine hundred and one between Eugene W. Allendorph and Helen P. Allendorph, his wife of Kansas City in the County of Jackson and State of Missouri and Dan Danagor of the second part:

Witnesseth, That the said part 1/2 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 1/2 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:

Lot no. 5, 6, 7 and 8, excepting twenty five in length off the west end of each lot full of said lots being in Block No. fourteen (14) Subcocks Enlarged Addition to the City of Lawrence, Kansas!

with the appurtenances and all the estate, title and interest of the said part 1/2 of the first part therein. And the said Eugene W. Allendorph and Helen P. Allendorph, 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 his certain promissory note this day executed by the said part 1/2 of the first part to the said part 1/2 of the second part. Said note being given for the sum of Six hundred (600) Dollars, dated November second due and payable in four (4) 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 part 1/2 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 _____ 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 1/2 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 1/2 of the second part, and all sums paid by the part 1/2 of the second part for insurance, shall be due and payable or not at the option of the part 1/2 of the second part; and it shall be lawful for the part 1/2 of the second part his 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 1/2 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 1/2 making such sale on demand, to the said Eugene W. Allendorph and Helen P. Allendorph, his wife or his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1/2 of the first part have hereunto set their hands and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Eugene W. Allendorph (SEAL)
Helen P. Allendorph (SEAL)

State of Kansas, Missouri, Jackson County, ss.

BE IT REMEMBERED, That on this 4th day of December A. D. 1901, before me Elizabeth M. Taylor a Notary Public in and for said County and State came

Eugene W. Allendorph and Helen P. Allendorph, 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 March 23rd 1902 Elizabeth M. Taylor Notary Public
Jackson County Mo.

Filed for Record the 5th day of Dec. A. D. 1901, at 10 o'clock A. M.

By Lillie B. Spuman Deputy. G. P. Spuman Register of Deeds.

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Register of Deeds.

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The following is endorsed on the original instrument.
The note herein described having been paid in full this mortgage is hereby released and the same hereby conveyed to the mortgagee.
At Witness my Hand this 4th day of December 1901.
Eugene W. Allendorph.

Recorded April 25th 1902.
G. P. Spuman
Register of Deeds.