

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML. BODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1201

This Indenture, Made this 5<sup>th</sup> day of December in the year of our Lord one thousand nine

hundred and one \_\_\_\_\_ between Ed. Canavan and Elizabeth J. Canavan, husband  
and wife, \_\_\_\_\_

of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
S. Governor Administrator of the Estate of Elizabeth Dwyer deceased  
of the second part:

Witnesseth, That the said *parties* of the first part, in consideration of the sum of Two Hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> sold and by these presents do grant, bargain, sell and  
mortgage to the said part of 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: All the NW 1/4 of Sec 16, T. 1 N., R. 10 E.,

The north four 4 acres of the following described piece or parcel of land to wit: Beginning at a point on the quarter section line two hundred seventy five feet north of the south east corner of the north west fractional quarter section number (1) in township 12 north (2) Range 10 west (3) East 3 thence north two hundred forty seven feet thence west five hundred eighty nine feet to the Chicago & North Western Railroad Company Right of Way thence west four hundred and two feet to the Chicago & North Western Railroad Right of Way thence east two hundred and twenty five feet to the place of beginning, containing two acres and railroad right of way along the river bank to a point due west of the place of beginning, thence east one hundred eighty four feet to the said Railroad Right of Way thence east two hundred and two feet across said Right of Way thence east six hundred and two feet to the place of beginning, containing two acres and railroad right of way 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 owners 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 Two Hundred Dollars, according to the terms of one certain promissory note this day executed by the said \_\_\_\_\_

according to the terms of \_\_\_\_\_  
Ed Canavan and Elizabeth A Canavan to the said parties of the second part. Said  
 note being given for the sum of Two Hundred Dollars,

note being given for the sum of one hundred \_\_\_\_\_

dated December 5<sup>th</sup> 1901 \_\_\_\_\_ due and payable in Two \_\_\_\_\_ years from date thereof, with interest \_\_\_\_\_

\_\_\_\_\_ from the date thereof until paid according to the terms of said note and coupons hereto attached. And this conveyance shall be void if such \_\_\_\_\_

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 said payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part sec 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 mortgagor, in the sum of \_\_\_\_\_ DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and insure the same at the expense of the parties 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~~ 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 parties of the first part of the second part, and all sums paid by the parties of the first part of the second part for insurance, shall be due and payable or not at the option of the parties of the first part of the second part; and it shall be lawful for the parties of the first part of the second part heirs, 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 parties of the first part of the second part heirs, 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 parties of the first part of the second part heirs, executors, administrators and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part has ~~hereto~~ hereunto set their hand ~~&~~ and seal — the day and year last above written.

**Signed, Sealed and Delivered in Presence of**

L. H. Corcoran

Ed Canavan

Elisabeth G. Canavan (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5<sup>th</sup> day of Dec. A. D. 190 / , before me

L. A. Carey a Notary Public in and for said County and State came

Ed. Canavan and Elizabeth O. Canavan, 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 <sup>subscribed my name</sup> ~~set~~ my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 26<sup>th</sup> 1905 L. A. Corst Notary Public

\_\_\_\_\_

Filed for Record the 5<sup>th</sup> day of Dec. A. D. 1902, at 4 o'clock P. M.

Apr 28 1881

By Arthur W. Chapman Deputy. Register of Deeds.

In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
29<sup>th</sup> day of April, 1905.

...day of April 1906.  
 Cr. Governor Edmunds  
 Estate Elizabeth L. L. L.

Attest A. W. Armstrong,  
Registrar of Probate.