

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LANS DOWN NORTH BOW CO., LEAVENWORTH, KAN., No. 1244.

This Indenture, Made this Twentieth day of December in the year of our Lord one thousand nine hundred and one between Henry John, a widower, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Marshall H. Cary of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 Lot number Forty one #1 on New York Street, City of Lawrence, Douglas County, Kansas

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said part y of the first part do 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 Five hundred Dollars, according to the terms of his certain promissory note this day executed by the said Henry John to the said part y of the second part. Said note being given for the sum of Five hundred Dollars, dated December 16th 1901 due and payable in Five 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 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 Five hundred 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 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 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 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 him 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 part y of the first part his heirs and assigns.

IN TESTIMONY WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year last above written.
Signed, Sealed and Delivered in Presence of
Henry John (Seal)
Marshall H. Cary (Seal)

State of Kansas, Douglas County, ss.
BE IT REMEMBERED, That on this 17th day of December A. D. 1901, before me L. H. Carey a Notary Public in and for said County and State came Henry John, a widower, 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 subscribed my name and affixed my official seal on the day and year last above written.
My commission expires Jan 26th 1905 L. H. Carey Notary Public
Filed for Record the 17th day of Dec. A. D. 1901, at 2²⁵ o'clock P. M.
By Lillian B. Sopman Deputy, L. H. Sopman Register of Deeds.

in Lord one thousand nine
husband
of the first part, and
Deputy Recorder,
the second part:
consideration of the sum of
DOLLARS,
grant, bargain, sell and
situated in the County
of land to
ceded security
signing
month five
to the Registrar
broad right of way,
county district
up, they least
thence east
dred twenty two
road Right of way
hereby covenant
and indefeasible estate of
against all claims whatsoever.
Dollars,
of the second part. Said
Dollars,
in date thereof, with interest
advance shall be void if such
the first part hereby agree
remains insured in favor of
DOLLARS,
accruing penalties, interests
penalties, interests and costs
scribed premises, and shall
est interest thereon, or the
the whole principal of said
note, may have been paid by the
or not at the option of the
trators and assigns, at any
hereby waived or not at the
ing from such sale to retain
making such sale, and the
first part, this
A. D. 190 / , before me
and wife
of the same.
written,
Notary Public
M.
man
Register of Deeds.

The following is a copy of the original instrument, the whole being described, being hereof in full this mortgage is hereby released, and the same being granted, which was executed on the 17th day of December, A.D. 1901. Marshall H. Cary.