

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML. DODSWORTH BOOK CO., LEATHEWORTH, ILL., No. 1241

This Indenture, Made this Twelfth day of April in the year of our Lord one thousand nine hundred and two between Adam Rehe and Alice Rehe, his wife,

of Lawrence in the County of Douglas and State of Kansas, of the first part, and

of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven Hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain, sell and mortgage to the said part 2d 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:

Commencing at a point on the north line of Lot number Forty Five in Township Thirty in the City of Lawrence, twenty five feet west of the North East corner of said Lot thirty west on the north line of said Lot twenty two and four feet to the 22 1/2 feet, thence south fifty five feet to the south line of said Lot, thence east along the south line of said Lot twenty two and four feet to the 22 1/2 feet, thence north and parallel with the east line of said Lot fifty five feet to the place of beginning.

with the appurtenances and all the estate, title and interest of the said part 1st 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 Seven hundred Dollars, according to the terms of one certain promissory note, this day executed by the said

Adam Rehe and Alice Rehe

to the said part 2d of the second part. Said

note being given for the sum of Seven hundred Dollars,

dated April 9th 1902 due and payable in Five years 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 1st 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 Seven 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 1st 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 1st of the second part, and all sums paid by the part 1st of the second part for insurance, shall be due and payable or not at the option of the part 2d of the second part; and it shall be lawful for the part 2d of the second part her 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 1st 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 1st making such sale on demand, to the said *parties of the first part, their* heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part has hereto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

L. A. Corcoran

Adam Rehe (SEAL)

Alice Rehe (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 12th day of April A. D. 1902, before me L. A. Corcoran a Notary Public in and for said County and State came

Adam Rehe and Alice Rehe, his wife,

to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 26th 1902 L. A. Corcoran Notary Public

Filed for Record the 11th day of April A. D. 1902 at 11 o'clock A. M.

By Edna B. Seymour Deputy. L. A. Corcoran Register of Deeds.

The following is a check on the original instrument. That note being described having been paid in full this mortgage is hereby released and the lien hereby created is hereby terminated by and this being of the 2d day of April 1902.

Witness: Corcoran, Notary Public, Mo.

For instrument see Chas. P. 1237

*Recorded April 9th 1902
City of Lawrence, Mo.
Register of Deeds*