

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML DODD WORTH BROS CO, LEATSWORTH, KAN., NO. 12044

This Indenture, Made this 15th day of September in the year of our Lord one thousand nine hundred and two between Charles Stale and Matilda Stale, 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 is of the first part, in consideration of the sum of Three-hundred 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 is 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 number one hundred-seventy (170) Connecticut Street in the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said part is 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 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 Three-hundred Dollars,

according to the terms of but certain promissory note this day executed by the said Charles Stale and Matilda Stale to the said part is of the second part. Said

note being given for the sum of Three-hundred Dollars, dated September 15 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 is 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 Three-hundred DOLLARS

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

IN TESTIMONY WHEREOF, The said part is of the first part have hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Chas. Stale (SEAL)

Matilda Stale (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of September A. D. 1902, before me Mrs. J. Sinclair a Notary Public in and for said County and State came Charles Stale and Matilda Stale - 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 Dec. 13th 1902 Mrs. J. Sinclair Notary Public

Filed for Record the 15th day of Sept. A. D. 1902, at 2¹⁵ o'clock P. M.

By Edwin B. Sommers Deputy. E. B. Sommers Register of Deeds.

Lord one thousand nine
by C.O. Keller

as, of the first part, and

second part:

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DOLLARS,
grant, bargain, sell and
situated in the County

hereby covenant

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at all claims whatsoever.

Dollars,

of the second part. Said

Dollars,

date hereof, with interest

shall be void if such

ne first part hereby agree

insures insured in favor of

DOLLARS,

acquiring penalties, interests

alties, interests and costs

interest thereon, or the

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have been paid by the

not at the option of the

ators and assigns, at any

waived or not at the

from such sale to retain

making such sale, and the

their

the day and year last

(SEAL)

(SEAL)

A. D. 1902, before me

of the same.

ritten.

Notary Public

M.

Register of Deeds.

ellate Judge.

The following is entered on the original instrument.

reference and the lien thereby created is required.

An action may be brought to enforce the same.

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