

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - ALMA DOWDORTH BROS CO. LEAVENWORTH, KAN., No. 1211

This Indenture, Made this Twelfth day of December in the year of our Lord one thousand nine hundred and tw between Nathan Knapp and Caroline Knapp, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Albert Hollingsworth, Guardian of Ada Hollingsworth, Infant, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 of 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:

Tract number Twenty 20 on Ellick Street in Block number Thirty nine 39 in that part of the City of Lawrence known as West Lawrence, in Douglas County Kansas, being the homestead of the said first parties

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 inalienable 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 Five Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Nathan Knapp and Caroline Knapp to the said party of the second part. Said note being given for the sum of Five Hundred Dollars, dated December 4th 1904 due and payable in Five quarters per 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 parties 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 Nine 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 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, 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party of making such sale on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

L. H. Correy Nathan Knapp (Seal)
Caroline Knapp (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 6th day of December A. D. 1904, before me L. H. Correy a Notary Public in and for said County and State came

Nathan Knapp and Caroline Knapp, 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 official seal on the day and year last above written.

My commission expires Jan. 26th 1905 L. H. Correy Notary Public

Filed for Record the 8th day of Dec. A. D. 1904, at 3⁴⁵ o'clock P. M.

By Ellie B. Schman Deputy. E. B. Schman Register of Deeds.

The following is extracted from the original mortgage:
This note, when executed, was given by the parties in full payment of the mortgage.
It is hereby acknowledged that the same was duly paid and the mortgage is hereby cancelled.
Witness my hand this 28th day of May, 1905.
Albert Hollingsworth, Guardian.

Recorded May 29th 1907
W. A. Hastings,
Register of Deeds.