

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—JAMES BODENHORN BOOK CO., LEAVENWORTH, KAN., No. 1201

This Indenture, Made this 27<sup>th</sup> day of November in the year of our Lord one thousand nine hundred and tw between John E. David (unmarried) and Marguerite David (unmarried) of Hamilton in the County of Ravalli and State of Montana, of the first part, and Frank Miller of Louisville Ohio of the second part;

Witnesseth, That the said part ies of the first part, in consideration of the sum of Five Hundred (\$500) 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 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: Lot Number One (1) Two (2), and Three (3) in Block number One (1) University Road, an Addition to the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said John E. David and Marguerite David 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 thereby, 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 (\$500) Dollars, according to the terms of One certain promissory note this day executed by the said John E. David and Marguerite David to the said part y of the second part. Said note being given for the sum of Five Hundred (\$500) Dollars, dated November 15, 1904 due and payable in even before July 14, 1905 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 ies 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 (\$500) 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 ies 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 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 y 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 y making such sale on demand, to the said John E. David and Marguerite David or their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

E. J. Morris John E. David (SEAL)  
R. Miller Marguerite David (SEAL)

State of Kansas, Montana, Ravalli County, ss.

BE IT REMEMBERED, That on this 11<sup>th</sup> day of December A. D. 190 4, before me Frank J. Morris a Notary Public in and for said County and State came John E. David (unmarried) and Marguerite David (unmarried) to me personally known to be the same person y 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 March 29<sup>th</sup> 1904 Frank J. Morris, Notary Public in and for Ravalli County, Montana

Filed for Record the 27<sup>th</sup> day of Dec. A. D. 190 4, at 9<sup>15</sup> o'clock A. M.

By Edith P. Sopman, Deputy. E. P. Sopman Register of Deeds.

All following to Endowment only the original instrument  
 of the note having been deposited in my hands in full this mortgage is hereby  
 released and the same hereby released and the same hereby released and the same hereby released  
 as witness my hand this 26<sup>th</sup> day of Aug. 1904  
 Frank Miller

Created Sept. 27, 1904  
 E. J. Morris, Notary Public