

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML. EDWARDS & SONS CO., LEAVENWORTH, KAN., No. 1244.

This Indenture, Made this 15th day of January in the year of our Lord one thousand nine hundred and thru between Laura B. Emery an unmarried woman

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 y of the first part, in consideration of the sum of Two Hundred DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, ha \$ two sold and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, 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 fifteen (15) in Block Ten (10) Lane Placidity of Lawrence

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said

Laura B. Emery do hereby covenant

and agree that at the delivery hereof she 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 she 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 Two Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Laura B. Emery to the said part y of the second part. Said

note being given for the sum of Two Hundred & No. 10 Dollars,

dated January 15, 1903 due and payable in Three 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 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 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

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 executors, administrators and assigns, at any

time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the

option of the part y of the second part 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 Laura B. Emery

her heirs and assigns.

IN TESTIMONY WHEREOF, The said part y of the first part ha \$ herunto set her hand and seal the day and year last

above written.

Signed, Sealed and Delivered in Presence of Laura B. Emery (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of January A. D. 1903, before me

Carl S. Parick a Notary Public in and for said County and State came Laura B. Emery

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 May 29th 1906 Carl S. Parick Notary Public

Filed for Record the 16th day of January A. D. 1903, at 1²⁰ o'clock P M.

By J. C. Lorman Deputy. A. W. Armstrong Register of Deeds.

This following is a copy of the original mortgage as filed in the office of the Register of Deeds, Leavenworth, Kansas, on the 15th day of January, 1903, and is hereby acknowledged to be a true and correct copy of the original mortgage as filed in the office of the Register of Deeds, Leavenworth, Kansas, on the 15th day of January, 1903.

Recorded April 10, 1904
C. W. Armstrong, Register of Deeds.