

COUPON MORTGAGE—SAME INDENTURE BOOK CO. LEAVENWORTH, KAN., No. 1244

This Indenture, Made this fourteenth day of January in the year of our Lord one thousand nine hundred and thirty between Arthur Emery, a single man

of the County of Douglas and State of Kansas, of the first part, and Julius Freund

of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five Hundred DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party 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:

That to wit: Each Quarter (1st) of the North East Quarter (1st) of Section Number Seven (7) in Township Number Twelve (12) South of Range Number Nineteen (19) East of the Sixth Principal Meridian, Kansas, and also, The South East Quarter (1st) of the North West Quarter (1st) of Section Number Eight in Township Number Twelve (12) South of Range Number Nineteen (19) East of the Sixth Principal Meridian, Kansas.

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

Arthur Emery

do as hereby covenant

and agree that at the delivery hereof he 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 he 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

Arthur Emery

to the said party of the second part. Said note being given for the sum of Five Hundred Dollars,

dated at Lawrence, Kansas, January 14th, due and payable in Five years from date made, 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 party 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 the insurable value of the premises to be insured thereon DOLLARS

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and insure the same at the expense of the party 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 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, appraisal hereby waived or not at the option of the party 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 party of making such sale on demand, to the said Arthur Emery, his heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Arthur Emery

(SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14th day of January, A. D. 1903, before me James Brooks a Notary Public in and for said County and State came Arthur 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 November 1905 James Brooks Notary Public

Filed for Record the 16th day of January, A. D. 1903, at 3:25 o'clock P. M.

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

This Indenture is returned as the original instrument to the County Clerk of Douglas County, Kansas, on this 15th day of January, A. D. 1903.

Recorded March 13 1903

D. Lloyd Lawrence

Notary at Deeds

Geo. C. Vogel, Esq.

Julius Freund

Appl. Markes Atty. in fact