

405

COUPON MORTGAGE—SAML DOWSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204

of Lawrence in the County of Douglas and State of Kansas, of the first part, and
Levi B. Davis of the same place
_____ of the second part:

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 party 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:

The West half of the South West Quarter of Section No. Two (2), in Township No. Thirteen (13) South of Range No. Eighteen (18), East of the Sixth Principal Meridian, and also the South half (1/2) of the South East Quarter (1/4) of Section No. Three (3), in Township No. Thirteen (13) South of Range No. Eighteen (18), East of the Sixth Principal Meridian, Kansas, containing in all one hundred and sixty acres according to the United States Government survey.

This Mortgage is given to secure purchase money for the purchase of said homestead and decent premises.

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

and agree that at the delivery hereof they are the lawful owners 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 Fifteen hundred Dollars, according to the terms of one certain promissory note this day executed by the said

parties of the first part to the said party of the second part. Said note being given for the sum of Fifteen hundred Dollars,

dated February 23^d 1903 due and payable in Five 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 the full insurable value of said building 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 $\frac{1}{2}$ 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

due insurance, shall from the payment hereon, 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 said 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

parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not at the option of the parties of the second part; and it shall be lawful for the parties 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 provided by law, without notice, honor, valuation or not at the option of the parties of the second part.

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 his executors, administrators or assigns; and out of all the moneys arising from such sale to retain for 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 thereafter

overplus, if any there be, shall be paid by the part 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 hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

William R. Tucker (SEAL)

Dora Tucker (SEAL)

State of Kansas, Douglas County, ss.


BE IT REMEMBERED, That on this 23rd day of February, A. D. 1902, before me
James Brooks a Notary Public in and for said County and State came

William R. Tucker and his wife Dora Tucker
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 15, 1905

James J. Connelley Notary Public

My commission expires November 3 1903  James Crooks Notary Public

Filed for Record the 23rd day of February A. D. 1903, at 12⁰⁰ o'clock — M.

By J. B. Lowman Deputy. Ad. Armstrong
Register of Deeds.

Received Feb. 20-1908.
Wilmington, N.Y. of Rev.
J. C. Cunningham, Dep.
y. Erie & Champlain Dep.