

MORTGAGE RECORD No. 40.

417

COUPON MORTGAGE—SAND DOWNSIDE BOOK CO., LEATONWORTH, IAN., No. 1244

This Indenture, Made this Tenth day of May in the year of our Lord one thousand nine hundred thirteen between Adolph L. Kriesa and M. Eva Kriesa, his wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Franklin L. Brown

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-four Hundred (\$2400) 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 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 East half of the North West quarter of Section Twenty-three (23) in Town Ship Twelve (12) of Range Nineteen (19) East of the Sixth Principal Meridian

After two years permission is hereby given to pay One Hundred (\$100) Dollars or any multiple thereof at any interest payment.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Adolph L. Kriesa and M. Eva Kriesa, his wife 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 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 Twenty-four Hundred (\$2400) Dollars, according to the terms of one certain promissory note this day executed by the said

Adolph L. Kriesa and M. Eva Kriesa, his wife to the said party of the second part. Said note being given for the sum of Twenty-four Hundred Dollars, dated the Tenth day of May, 1903 due and payable in the Fifth years from date thereof, 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 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 and accruing penalties, interests and costs, and insure the same at the expense of the part 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part of the second part his executors, administrators and assigns, at any time hereafter, 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 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 of the second part his 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

Adolph L. Kriesa (SEAL)
M. Eva Kriesa (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1 day of May A. D. 1903, before me Daniel W. Shaw a Notary Public in and for said County and State came

Adolph L. Kriesa and M. Eva Kriesa, 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 affixed my official seal on the day and year last above written.

My commission expires 31 day of May 1903 D.S. Daniel W. Shaw Notary Public

Filed for Record the 1 day of May A. D. 1903, at 2⁴⁵ o'clock P. M.

By J. C. Lowman Deputy. W. Armstrong Register of Deeds.

For Affidavit, see Book 14, page 30
 The following is a true and correct copy of the original instrument.
 The Note herein described having been paid in full, this mortgage
 is hereby released and the lien hereby created thereon
 is terminated. Witness my hand and the seal of my office this 1st day of May A.D. 1906.
 Franklin L. Brown

Recorded May 6, 1906.
 W. Armstrong
 Register of Deeds