

MORTGAGE RECORD No. 40.

423

COUPON MORTGAGE - BANK OF KANSAS, CHICAGO, ILL., No. 1794

This Indenture, Made this Twenty Sixth day of May in the year of our Lord one thousand nine hundred and Three between Job Robinson and Matilda Robinson his wife

of Baldwin in the County of Douglas and State of Kansas, of the first part, and Larry Bergman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred and Fifty 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:

East Thirty four (34) acres of the West Fifty (50) acres of the North half (1/2) of the South East quarter (1/4) of Section Number Twenty (20) in Township Number Fourteen (14) South of Range Number Twenty (20) and also the South West quarter (1/4) of the South East quarter (1/4) of the North West quarter (1/4) of Section Number Twenty (20) in Township Number Fourteen (14) South of Range Number Twenty (20) and containing Seventy two (72) acres more or less.

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

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 Seven Hundred and Fifty Dollars, according to the terms of one certain promissory note this day executed by the said

Job Robinson and Matilda Robinson to the said party of the second part. Said note being given for the sum of Seven Hundred and Fifty Dollars,

dated May 26th 1902 due and payable in Five 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 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 Five Hundred 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 parties 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 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 prescribed by law, armsment hereby waived or not at the option of the parties 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 parties of the second part making such sale on demand, to the said parties of the first part his 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 L. H. Coorse Job Robinson (SEAL) Matilda Robinson (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of May A. D. 1903, before me L. H. Coorse a Notary Public in and for said County and State came Job Robinson and Matilda Robinson 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 Jan 26th 1905 L. H. Coorse Notary Public

Filed for Record the 28th day of May A. D. 1903, at 3 40 o'clock P. M.

By J. L. Lowman Deputy, W. L. Armstrong Register of Deeds.

The note herein described is evidenced by the original instrument
 hereinafter referred to as the "Note" and is hereby released and the
 same is hereby assigned to Larry Bergman, D. 1902
 (For Assignment see Book 41 Page 488)

Recorded December 27 1901
 Days of January
 Registered