

# MORTGAGE RECORD No. 40.

425

COUPON MORTGAGE—BANK OF THE STATE OF KANSAS, LEAVENWORTH, KAN., No. 1204

This Indenture, Made this first day of July in the year of our Lord one thousand nine hundred and three between William Wiedemann and Louise O. Wiedemann his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugo Hartmann of the second part:

Witnesseth, That the said part one of the first part, in consideration of the sum of Thirty nine hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part of 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 North half of Lot Number Sixty-one (61) on Massachusetts Street in the City of Lawrence as designated on the recorded plat of said City

with the appurtenances and all the estate, title and interest of the said part one 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 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 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 Thirty nine hundred Dollars, according to the terms of one certain promissory note this day executed by the said William Wiedemann and Louise O. Wiedemann to the said part of of the second part. Said note being given for the sum of Thirty nine hundred Dollars, dated July 12, 1903 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 part one 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 Two Thousand 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 one 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 part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of 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, appraisalment hereby waived or not at the option of the part of 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 surplus, if any there be, shall be paid by the part of making such sale on demand, to the said William Wiedemann his heirs and assigns.

IN TESTIMONY WHEREOF, The said part one of the first part ha ve hereunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Wm Wiedemann (SEAL)  
Louise O. Wiedemann (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of July A. D. 1903, before me L. A. Menger a Notary Public in and for said County and State came

William Wiedemann and Louise O. Wiedemann (his wife) to me personally known to be the same person s 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 Sept 16 1905 L. A. Menger Notary Public

Filed for Record the 3 day of July A. D. 1903, at 3:05 o'clock P. M.

By J. B. Louman Deputy. A. W. Armstrong Register of Deeds.

The following is endorsed on the original instrument.  
This note being executed having been paid in full  
this mortgage is hereby released and the five years  
created are merged. As witness my hand this 3 day of August A.D. 1905  
Attest: Rutherford Hartmann.  
Hugo Hartmann.

Recorded Aug 4 1905  
Attest: J. B. Louman  
Register of Deeds.