

MORTGAGE RECORD No. 40.

437

COUPON MORTGAGE—SAUL EDENWORTH BOOK CO., LEAVENWORTH, KAN., 1904.

This Indenture, Made this 13 day of November in the year of our Lord one thousand nine hundred Three between J. A. Gully

of Douglas in the County of Kansas and State of Kansas, of the first part, and Wm. M. Nace

of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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:

Lot Fifty Four (54) Block No. 1 in North Lawrence, Leavenworth Street.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said J. A. Gully do hereby covenant

and agree that at the delivery hereof he was 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 One Hundred and Fifty Dollars, according to the terms of a certain promissory note this day executed by the said

J. A. Gully to the said party of the second part. Said note being given for the sum of One Hundred and Fifty Dollars, dated November 13 1903 due and payable in One 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 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 One Hundred and Fifty 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 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 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 making such sale on demand, to the said

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

J. L. Lowman J. A. Gully (SEAL)
Amanda Gully (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 13 day of November A. D. 1903, before me the undersigned a Notary Public in and for said County and State came J. A. Gully and Amanda Gully his wife to me personally known to be the same persons who executed the foregoing instrument, and they 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 Febry 22 1907 J. L. Lowman Notary Public

Filed for Record the 13 day of November A. D. 1903, at 9:55 o'clock A M.

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

Recorded Jan. 15 - 1904
 Registered of J. A. Gully the within named mortgage the sum of One
 hundred fifty Dollars, in full satisfaction of the within mortgage
 William M. Nace.