

MORTGAGE RECORD No. 40.

447

COUPON MORTGAGE - SALT LAKE NORTH BOOK CO. LEAVENWORTH, KAN., No. 1294

This Indenture, Made this Thirtieth day of May 1907, in the year of our Lord one thousand nine hundred and four between George D. Knight and wife William P. Knight

of Lawrence in the County of Douglas and State of Kansas, of the first part, and William K. Williams of Lawrence, Douglas County Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve 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 part 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 (S) of S.B. 34, Sec. One (1) Township Thirtieth (30) Range (13) Southern, Reserving thereout and therefrom that part thereof about 100 ft. wide and containing approximately three hundred and thirty acres, heretofore conveyed to the St. Louis, Lawrence, and Denver Railway Co. for a crossing over said property, also reserving thereout and therefrom two acres of the East half of the said North half heretofore sold and conveyed by A. B. Ralston and wife to Darwin St. Louis, leaving the property hereby conveyed or containing seventeen and seven eighths (17 7/8) acres be the same 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 George D. Knight do hereby covenant

and agree that at the delivery hereof he is 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 Twelve hundred and fifty Dollars, according to the terms of one certain promissory note this day executed by the said George D. Knight and wife William P. Knight to the said part of the second part. Said note being given for the sum of Twelve hundred and fifty Dollars, dated May 15th 1907 due and payable in three years 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 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 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 party 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 making such sale on demand, to the said George D. Knight, 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

R. M. Morrison George D. Knight
William P. Knight (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this Thirtieth day of May 1907 A. D. 1907 before me J. D. Demery a Notary Public in and for said County and State came George D. Knight and William P. Knight his wife all of Lawrence, Douglas Co. Kansas 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 March 2 1908 J. D. Demery Notary Public

Filed for Record the 14th day of May A. D. 1907, at 11:20 o'clock A. M.

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

Following is endorsed on the original instrument:
 Note herein described having been paid in full the mortgage is hereby released
 and the same hereby created and assigned to the said part of the first part
 to hold with the same and the same 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.
 (For Part Release see in Book 447 Page 255)

Recorded Sept 21 1910
 Floyd L. Lawrence
 Register of Deeds