

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LAND SURVEYOR BOOK CO., LEAVENWORTH, KAN., No. 12011.

This Indenture, Made this Twenty-second day of June in the year of our Lord one thousand nine hundred and four between Fred Strahm and Mary Ellen Strahm, his wife

of Douglas in the County of Douglas and State of Kansas, of the first part, and

Gavin Allen of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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:

Commencing on the West line of The N.E. 1/4, Sec. 6, Twp. 13 Range 20, east of 24th P.M. at a point distant 12 1/2 chains North of S.W. corner of said 1/4 section then East 1/2 to chains; then South 2 1/2 chains; then West 1/2 chains to the West line of said 1/4 section; then North 2 1/2 chains to beginning, there are more or less, 50 feet off the west end of said tract conveyed to Douglas County for a road.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Fred Strahm and Mary Ellen Strahm, his wife

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 One Thousand Dollars, according to the terms of an certain promissory note this day executed by the said Fred Strahm and Mary Ellen Strahm, his wife

to the said party of the second part. Said note being given for the sum of One Thousand Dollars,

dated June 22, 1904 due and payable in Five Years 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 \_\_\_\_\_ DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accuring 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 accuring 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 accuring 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 party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party of the first part making such sale on demand, to the said Fred Strahm heirs and assigns.

IN TESTIMONY WHEREOF, The said party 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

Fred Strahm (SEAL)  
Mary Ellen Strahm (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 22 day of June A. D. 1904, before me Harry B. Rubin, a Notary Public in and for said County and State came Fred Strahm and Mary Ellen Strahm, 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 March 5, 1906 L. D. Lamore Notary Public

Filed for Record the 23 day of June A. D. 1904, at 11 o'clock A M.

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

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Recorded July 27 1904  
Notary  
Harry B. Rubin  
Register of Deeds