

# MORTGAGE RECORD No. 40.

453

COUPON MORTGAGE—BANK DODD WORTH BROS CO, LEAVENWORTH, KAN., NO. 121 A.

This Indenture, Made this 23<sup>rd</sup> day of August in the year of our Lord one thousand nine

hundred four between Sarah F. Patterson and William C. Patterson her

of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
Sarah F. Patterson

of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of  
Twelve Hundred DOLLARS,

to Them duly paid, the receipt of which is hereby acknowledged, has be sold and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, her 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 Number Twenty Two (22) in Block Number Eight (8) Sub 1<sup>st</sup>  
Addition to the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said  
Sarah F. Patterson & William C. Patterson

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 Twelve Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Sarah F. Patterson

and William C. Patterson to the said part of of the second part. Said note being given for the sum of Twelve Hundred and No/100 Dollars,

dated Lawrence, Kans Aug 23/1904 due and payable in three 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 part is 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 Fifteen 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 part is 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 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, her 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 of the second part, 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 parties of the first part  
their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Eva H. Neville Lawrence Sarah F. Patterson (SEAL)

Notary Public in and for Douglas Co, William C. Patterson (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of August A. D. 1904, before me  
Eva H. Neville a Notary Public in and for said County and State came Sarah F. Patterson  
and William C. Patterson her husband

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 Oct 7<sup>th</sup> 1907. Eva H. Neville Notary Public

Filed for Record the 23<sup>rd</sup> day of August A. D. 1904, at 11 o'clock A. M.

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

The following is indented on the original instrument.  
The State has been described as being given in full this mortgage  
is hereby acknowledged and the same being created and acknowledged  
before my hand this 23<sup>rd</sup> day of August A.D. 1904.  
W. W. Armstrong

Recorded Jan 6<sup>th</sup> 1908  
W. W. Armstrong  
Register of Deeds