

MORTGAGE RECORD No. 40.

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COUPON MORTGAGE—KANSAS EIGHTH MORTGAGE CO., LEAVENWORTH, KAN., No. 1244.

This Indenture, Made this 23rd day of Sept. in the year of our Lord one thousand nine hundred Four between John F. Brocker and Emma Brocker, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Merchants Loan & Savings Bank of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Three Hundred 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, their 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 sixty one (61) on New York Street, in the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 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 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 Three Hundred Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part

note being given for the sum of Three Hundred Dollars, dated September 23-1904 due and payable in four 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 at least Three 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not at the option of the parties of the second part; and it shall be lawful for the parties of the second part their 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 parties of the second part their 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 parties making such sale on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

R. M. Morrison John F. Brocker (SEAL)
Emma Brocker (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 26 day of September, A. D. 1904, before me Geo. C. Banks a Notary Public in and for said County and State came John F. Brocker and Emma Brocker husband & wife to me personally known to be the same persons 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 Nov. 27 1904 Geo. C. Banks Notary Public

Filed for Record the 26 day of September A. D. 1904, at 11 o'clock A. M.

by Oliver C. Armstrong Deputy. A. V. Armstrong Register of Deeds.

The following is a copy of the original mortgage instrument as recorded in the office of the Register of Deeds, Douglas County, Kansas, on September 28-1904. The mortgage is for the sum of Three Hundred Dollars, and is secured by a mortgage on the premises described in the instrument. The mortgage is for the term of four years, and is payable in four equal installments of \$75 each, with interest thereon at the rate of 10 per cent. per annum. The mortgage is for the use of John F. Brocker and Emma Brocker, his wife, and is intended to secure the payment of a promissory note executed by them on the same day. The mortgage is for the sum of Three Hundred Dollars, and is secured by a mortgage on the premises described in the instrument. The mortgage is for the term of four years, and is payable in four equal installments of \$75 each, with interest thereon at the rate of 10 per cent. per annum. The mortgage is for the use of John F. Brocker and Emma Brocker, his wife, and is intended to secure the payment of a promissory note executed by them on the same day.