

# MORTGAGE RECORD No. 40.

457

COUPON MORTGAGE—BANK DODD WORTH BROS CO, LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 15<sup>th</sup> day of May in the year of our Lord one thousand nine hundred and four between Mary E. Williams and A. P. Williams her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Lecora S. Hollingsbury of the second part:

Witnesseth, That the said part<sup>ies</sup> of the first part, in consideration of the sum of Five Hundred (\$500.00) 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<sup>y</sup> 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 One Hundred and forty six (146) Corner 1<sup>st</sup> Street in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part<sup>ies</sup> 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 Five Hundred \$500.00 Dollars, according to the terms of one certain promissory note this day executed by the said Mary E. Williams and A. P. Williams her husband to the said part<sup>y</sup> of the second part. Said notes being given for the sum of Five Hundred \$500.00 Dollars, dated May 15<sup>th</sup> 1907 due and payable in five 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<sup>ies</sup> 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 Five Hundred DOLLARS.

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accueing penalties, interests and costs, and insure the same at the expense of the part<sup>ies</sup> of the first part, and the expense of such taxes and accueing 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 accueing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part<sup>ies</sup> of the second part, and all sums paid by the part<sup>ies</sup> of the second part for insurance, shall be due and payable or not at the option of the part<sup>y</sup> of the second part; and it shall be lawful for the part<sup>y</sup> 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, appraisalment hereby waived or not at the option of the part<sup>y</sup> of the second part. her 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<sup>y</sup> making such sale on demand, to the said Parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part<sup>ies</sup> of the first part have hereunto set their hand and seal the day and year last above written.

Signd, Sealed and Delivered in Presence of

Mary E. Williams (SEAL)  
A. P. Williams (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of October A. D. 1907, before me James Brooks a Notary Public in and for said County and State came Mary E. Williams and her husband A. P. Williams to me personally known to be the same person<sup>s</sup> 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 November 5 1907 James Brooks Notary Public

Filed for Record the 15<sup>th</sup> day of October A. D. 1907, at 4:55 o'clock P M.

By Elgie E. Armstrong Deputy. A. W. Armstrong Register of Deeds.  
The parties of the first part have the right to pay at any time sums of one hundred dollars or more.

In consideration of full payment of the within mortgage I hereby release the same this 15<sup>th</sup> day of October 1907.

Attest: Lecora S. Hollingsbury Reg. of Deeds.