

COUPON MORTGAGE—SAML BODANORTH BROS CO., LEAVENWORTH, KAN., No. 1201

This Indenture, Made this 29th day of October in the year of our Lord one thousand nine hundred and Far between Edward H. Schafstall and Annie E. Schafstall (his wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. M. Grudickson of the second part:

Witnesseth, That the said part ^{ies} of the first part, in consideration of the sum of Four Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he ^{has} sold and by these presents do ^{grant, bargain, sell and} mortgage to the said part ^{ies} of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Franklin and State of Kansas, described as follows, to wit:

Tract Number Fifty One (51) Fifty Two (52) Fifty Three (53) Fifty Four (54) and Fifty Five (55) in Clark Township, Lawrence, Kansas (formerly known as North Lawrence).
Also Lots One (1) Two (2) Three (3) Four (4) Five (5) Six (6) Seven (7) and Eight (8) in Humphreys Subdivision in that part of the City of Lawrence formerly known as North Lawrence all in County and State of Kansas.

with the appurtenances and all the estate, title and interest of the said part ^{resol} of the first part therein. And the said Edward W. Schachtel
and Renie E. Schachtel (his wife)

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 Five Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Edward W. Schepstead and Amie C. Schepstead (his wife) to the said part y of the second part. Said note being given for the sum of Five Hundred Dollars, dated October 30th 1907 due and payable in one year from and after said 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 two 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 all accruing penalties, interests and costs, and insure the same at the expense of the part^ys of the first part, and the expense of such taxes and accruing penalties, interests and costs shall be borne by the part^ys of the first part, and shall 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 part^ys of the second part, and all sums paid by the part^ys of the second part for insurance, shall be due and payable or not at the option of the part^ys of the second part; and it shall be lawful for the part^ys of the second part here 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^ys of the second part here 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^ys of the second part joint parties or their 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

Edward W. Schaffstall (SEAL)
 Annie E. Schaffstall (SEAL)

State of Kansas, English County, ss.

BE IT REMEMBERED, That on this 27th day of October A. D. 1907, before me
Cyril E. Buckley a Notary Public in and for said County and State came Edward H. Schaffel
and Annie B. Schaffel 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 June 2, 1905  Ogden E. Lindley Notary Public

Filed for Record the 29th day of Oct A. D. 1904 at 5²⁰ o'clock P M.

By Eli C. Emerson Deputy, W. H. Armstrong Register of Deeds.

The following is interest on the mortgage instrument
that we began to receive in 1898, when we paid in full this mortgage
so that we began to receive the same, which was charged.
Witness my hand this 29 day of October A.D. 1908.
Chas. J. Fowler.

Recorded October 29th 1908.
A. W. Armstrong,
Register of Deeds.