

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - FIRST DODGE COUNTY BOOK CO. LEAVENWORTH, KAN. No. 12741

This Indenture, Made this 24th day of November in the year of our Lord one thousand nine hundred & 1907 between John S. Brooke and Emma C. Brooke his wife of Dodge County in the County of Douglas and State of Kansas, of the first part, and

John S. Brooke

of the second part:

Witnesseth, That the said part^s of the first part, in consideration of the sum of Five Hundred and no / 100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^s sold and by these presents do grant, bargain, sell and mortgage a the said part^s 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:

Beginning at a point "249 feet" from the center of the intersection of Second Street & (relocated) Casses Street, 17 running thence north on the middle line of (relocated) Casses Street 760 feet thence north 85 degrees west to a point in a high fence thence south to a point "123 feet" north of the middle line of Second Street, thence East to a point in middle of (relocated) Whitfield Street thence South 760 feet to middle line of Second Street thence East "17 1/2 feet" thence north "243 feet" thence East "17 1/2 feet" to place of Beginning

with the appurtenances and all the estate, title and interest of the said part^s of the first part therein. And the said John S. Brooke & Emma C. Brooke

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 & no / 100 Dollars,

according to the terms of this certain promissory note this day executed by the said John S. Brooke and Emma C. Brooke to the said part^s of the second part. Said

note being given for the sum of Five Hundred & no / 100 Dollars, dated Nov 24 1907 due and payable in 10 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^s 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 not less than Five Hundred & no / 100 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^s 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 part^s of the second part, and all sums paid by the part^s of the second part for insurance, shall be due and payable or not at the option of the part^s of the second part; and it shall be lawful for the part^s 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 part^s 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 part^s making such sale on demand, to the said John S. Brooke heirs and assigns.

IN TESTIMONY WHEREOF, The said part^s of the first part have hereto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Thomas C. Blanklin, Jr. for John S. BrookeJohn S. Brooke (SEAL)Emma C. Brooke (SEAL)State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of November A. D. 1907, before me Thomas C. Blanklin a Notary Public in and for said County and State came John S. Brooke

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 hereto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan 10th 1908 Thomas C. Blanklin Notary Public

Notary Public, Douglas County, KS; Do hereby certify, That on this 25th day of November A.D. 1907 before me D. Coughman, a Notary Public, in and for said County and State came John S. Brooke 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 subscribed my name and affixed my official seal at the day and year last above written.

D. Coughman, Notary Public.

Recorded Dec. 10 A.D. 1907 at 2:23 P.M.

B. C. C. Armstrong, Dep.

The foregoing is a true and correct copy of the original instrument as the same appears in the records of the County of Douglas, Kansas, and is hereby certified to be true and correct by the County Clerk of said County, this 24th day of November, 1907.

Recorded Feb 7th 1907
Register of Deeds