

# MORTGAGE RECORD No. 40.

471

COUPON MORTGAGE—SINK DOWNHURST BROS CO, LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 12<sup>th</sup> day of April in the year of our Lord one thousand nine hundred 5 five between Nancy A. B. Luby a widow

of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Watkins National Bank of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve Hundred and forty DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, 16<sup>th</sup> Successors 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:

The South half of Lot Fifty Nine (59th St.)  
Massachusetts Street in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said

Nancy A. B. Luby

do hereby covenant

and agree that at the delivery hereof she is 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 she 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 and forty Dollars, according to the terms of me certain promissory note this day executed by the said Nancy A. B. Luby

to the said party of the second part, 16<sup>th</sup> Dollars, note being given for the sum of Twelve Hundred forty and 00/100 Dollars,

dated April 12<sup>th</sup> 1905 due and payable in 2, 2 1/2 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 in said note and coupons thereto attached, and as is hereinafter specified. And the said party 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 accruing penalties, interests and costs, and insure the same at the expense of the party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part 16<sup>th</sup> 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 party of the second part 16<sup>th</sup> 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 party of the second part making such sale on demand, to the said Nancy A. B. Luby, her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Nancy A. B. Luby (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 12<sup>th</sup> day of April A. D. 1905, before me A. F. Plinn a Notary Public in and for said County and State came Nancy A. B. Luby

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 April 10<sup>th</sup> 1907 A. F. Plinn Notary Public

Filed for Record the 12 day of April A. D. 1905, at 2 30 o'clock A. M.

By Eric E. Armstrong Deputy. A. W. Armstrong Register of Deeds.

The following is endorsed on the original instrument.  
This note given whereby having been paid in full this mortgage is hereby released, and the party hereby created is discharged.  
At Witness my hand this 13th day of October A.D. 1905.  
Watkins National Bank,  
Per C. H. Tucker,  
Pres. C. H. Tucker, Secy.

Recorded Oct 14 4 1905.  
A. W. Armstrong,  
Register of Deeds.