

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LAWL DOUGLASS BOOK CO., LEAVENWORTH, KAN., No. 1241.

This Indenture, Made this twentieth day of April In the year of our Lord one thousand nine hundred five between Richard Saile and his wife Eva Saile of Lawrence in the County of Douglas and State of Kansas, of the first part, and James J. Oberhart and wife I. Oberhart, Richard and wife or the surviving one of them two of the second part: Witnesseth, That the said part one of the first part, in consideration of the sum of Eight 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 two 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: The West half of the South East Quarter of Section No. Six and the North Thirty so acres of the east half of said South East Quarter of Section No. Six all in Township No. Thirtien 17 of Range No. Twenty so in said County and State.

with the appurtenances and all the estate, title and interest of the said part one 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 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 Eight Hundred Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said part two of the second part. Said note being given for the sum of Eight Hundred Dollars, dated at Lawrence Kansas April 20, due and payable in Three 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 one 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 Eight Hundred Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the part one 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 ten 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not at the option of the part two of the second part; and it shall be lawful for the part two 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, appraisalment hereby waived or not at the option of the part two 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 part one making such sale on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part one of the first part have hereunto set their hands and seal on the day and year last above written.
Signed, Sealed and Delivered in Presence of
Richard Saile (SEAL)
Eva Saile (SEAL)

State of Kansas, Douglas County, ss.
BE IT REMEMBERED, That on this 21 day of April A. D. 1905, before me James Brooks a Notary Public in and for said County and State came Richard Saile and his wife Eva Saile 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 November 5, 1905 James Brooks Notary Public

Filed for Record the 22 day of April A. D. 1905, at 5:10 o'clock P. M.
By Chas. C. Armstrong Deputy. A. W. Armstrong Register of Deeds.

The following is a copy of the original mortgage as recorded in the office of the Register of Deeds, Lawrence, Kansas, April 20, 1905, and the same is hereby certified to be a true and correct copy of the original as recorded in the office of the Register of Deeds, Lawrence, Kansas, April 20, 1905.

Rec. April 20-1905
Attestation Reg. of Deeds,
By Elsie C. Armstrong Dep.