

MORTGAGE RECORD No. 40.

477

COUPON MORTGAGE—SINK DOWNWORTH BOOK CO., LEAVENWORTH, KAN., No. 1291.

This Indenture, Made this Twenty day of May in the year of our Lord one thousand nine hundred and five between H. H. Cunningham of Lawrence in the County of Douglas and State of Kansas, of the first part, and Geo. Meyers of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Three Hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part 2 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:

Lot No Thirty four (34) and South half of Thirty five (35) in Solomons Sub-division of Block No Nine (9) of Babcock's addition to Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said H. H. Cunningham do hereby covenant

and agree that at the delivery hereof he 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 he 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 Three Hundred and fifty Dollars, according to the terms of One certain promissory note this day executed by the said H. H. Cunningham to the said part 2 of the second part. Said note being given for the sum of Three Hundred and fifty Dollars, dated May 25th 1905, due and payable in six months 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 2 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 Three Hundred and fifty 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 1 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 2 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not at the option of the part 1 of the second part; and it shall be lawful for the part 2 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 2 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 1 making such sale on demand, to the said H. H. Cunningham heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of John M. Newlin H. H. Cunningham (SEAL) (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 20th day of May A. D. 1905, before me John M. Newlin a Notary Public in and for said County and State came H. H. Cunningham.

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 11 1907 John M. Newlin Notary Public

Filed for Record the 23rd day of May A. D. 1905, at 10¹⁵ o'clock A. M.

By O. W. Armstrong Deputy. (Register of Deeds.)

The following is full copy of the original instrument:
 This mortgage is given to secure the payment of the sum of \$350.00 to H. H. Cunningham by Geo. Meyers.
 Witness my hand and the seal of my office this 20th day of May A.D. 1905.
 John M. Newlin, Notary Public.
 Recorded Sept 9th 1905.
 W. H. Armstrong, Register of Deeds.

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