

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—KANSAS FIDELITY AND SURETY CO., LEAVENWORTH, KAN., No. 1201

This Indenture, Made this Eighth day of June in the year of our Lord one thousand nine hundred and five between F. Gleed, Robert White, Wm Harper, Samuel Rice, and Madison Monroe, Trustees of Saint Luke's Chapel, A. M. E. Church, of Lawrence in the County of Douglas and State of Kansas, of the first part, and George Meyers. of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Three hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha he sold and by these presents do grant, bargain, sell and mortgage to the said part y 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 Fifty one (51) New Jersey Street in the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said F. Gleed, Robert White, F. M. Monroe, Samuel Rice, and Wm Harper. do hereby covenant and agree that at the delivery hereof they 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 Three hundred Dollars, according to the terms of One certain promissory note this day executed by the said F. Gleed, Robert White, F. M. Monroe, Samuel Rice, and Wm Harper to the said part y of the second part. Said note being given for the sum of Three hundred Dollars, dated June Eighth 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 is 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 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 is 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 surplus, if any there be, shall be paid by the part y making such sale on demand, to the said Trustees. heirs and assigns.

IN TESTIMONY WHEREOF, The said part is of the first part ha he hereunto set their hand & seal & the day and year last above written. F. Gleed Pres.
Signed, Sealed and Delivered in Presence of F. M. Monroe Secy
Madison Monroe (SEAL)
Wm Harper (SEAL)
Witness, Mark of Samuel Rice, Joshua Newlin, Robert White
Samuel Rice

State of Kansas, Douglas County, ss. June A. D. 1905, before me John M. Newlin a Notary Public in and for said County and State came F. Gleed, Robert White, J. M. Monroe, Samuel Rice, and Wm Harper 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 April 11 1907 22 John M. Newlin Notary Public

Filed for Record the 18 day of June A. D. 1905, at 5 o'clock P. M. By A. W. Armstrong Deputy. Register of Deeds.

The above original is deposited on the original instrument in the office of the Register of Deeds, Lawrence, Kansas, for filing in the public records. The original is to be returned to the party of the first part, George Meyers, on demand. Witness my hand and the seal of my office, this 18th day of June, A. D. 1905. John M. Newlin Notary Public

Recorded June 19, 1907
A. W. Armstrong
Register of Deeds