

# MORTGAGE RECORD No. 40.

495

COUPON MORTGAGE—KANSAS INSURANCE CO., LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 8th day of June in the year of our Lord one thousand nine hundred five between Era Rothrock and Maggie A. Rothrock (his wife) of Willow Springs Township in the County of Douglas and State of Kansas, of the first part, and J. W. Lysman of the second part:

Witnesseth, That the said party ies of the first part, in consideration of the sum of Two Thousand (\$2000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do grant, bargain, sell and mortgage to the said party 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: The North fractional half (1/2) of the North west quarter (1/4) of Section three (3) in Township fourteen (14) Range nineteen (19) East of the 6th P.M. in Douglas County Kansas.

with the appurtenances and all the estate, title and interest of the said party ies of the first part thereof. And the said Era Rothrock and Maggie A. Rothrock (his wife) 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 Two Thousand Dollars, according to the terms of one certain promissory note this day executed by the said Era Rothrock and Maggie A. Rothrock (his wife) to the said party y of the second part. Said note being given for the sum of Two Thousand Dollars, dated June 8th 1905 due and payable in Five 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 party ies 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 and accruing penalties, interests and costs, and insure the same at the expense of the part ies 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 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 overplus, if any there be, shall be paid by the part y making such sale on demand, to the said Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Era Rothrock (SEAL)  
Maggie A. Rothrock (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 8th day of June A. D. 1905, before me Geo W. Flory a Notary Public in and for said County and State came Era Rothrock and Maggie A. Rothrock (his wife) 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 January 12th 1909 Geo W. Flory Notary Public

Filed for Record the 6th day of October A. D. 1905, at 4<sup>25</sup> o'clock P. M.

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

This mortgage is intended to secure the payment of the sum of \$2000.00 as per promissory note attached hereto. The receipt is hereby acknowledged. As witness my hand this 8th day of June A. D. 1905.

Recorded Dec 19 1905  
Maggie A. Rothrock  
Register of Deeds

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