

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LAW, DODGE &amp; SONS, CO., LEAVENWORTH, KAN., No. 17211

This Indenture, Made this 2<sup>nd</sup> day of October in the year of our Lord one thousand nine hundred 2 five between W. T. B. Herriott and Adda E. Herriott his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

W. H. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five 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 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:

The North East quarter of Section Twenty Seven (27) Township Twelve (12) Range Nineteen (19).

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said W. T. B. Herriott, and Adda E. Herriott

do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, 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 Twenty five hundred Dollars, according to the terms of one certain promissory note this day executed by the said W. T. B. Herriott

and Adda E. Herriott to the said part 2 of the second part. Said note being given for the sum of Twenty five hundred Dollars, dated October 2<sup>nd</sup> 1905 due and payable in 10 five year 5 from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons, hereto 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 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 Two hundred 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 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 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 ies of the second part; and it shall be lawful for the part ies 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 ies 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 ies making such sale on demand, to the said parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hand 5 and seal 5 the day and year last above written.

Signed, Sealed and Delivered in Presence of

W. T. B. Herriott. (SEAL)  
Adda E. Herriott. (SEAL)

State of Kansas, Gray County, ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of October A. D. 1905, before me The undersigned a Notary Public in and for said County and State came W. T. B. Herriott, and Adda E. Herriott

to me personally known to be the same person 8 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 June 8<sup>th</sup> 1907. (L.D.) W. A. Granger Notary Public

Filed for Record the 9<sup>th</sup> day of October A. D. 1905, at 3<sup>12</sup> o'clock P. M.

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

The following is endorsed graph original instrument  
The note has been cleared and has not been paid in full this  
Mortgage is being released and the same is hereby discharged  
Witness my hand this 16<sup>th</sup> day of March A. D. 1907  
J. T. Parvish

Recorded April 13/1909  
Filed & Lawrence  
Register of Deeds  
(Clerk of Court)