

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - SAME BOOK NORTH BOOK CO., LEAVENWORTH, KAN., NO. 1241.

This Indenture, Made this 23rd day of October, in the year of our Lord one thousand nine

hundred and five between W. J. Francisco and Julia F. Francisco his wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Anna R. Hugh of Lawrence, K. C.

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand 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 party of the second part, her 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 Numbered Fifty two (52) and the North Thirteen inches of Lot Fifty four (54) on Vermont Street in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part first of the first part therein. And the said

W. J. Francisco and Julia F. Francisco 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 Parties of the

first part to the said party of the second part. Said

note being given for the sum of Two Thousand and No/100 Dollars, dated October 23rd 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, not of this mortgage here to 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 parties 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 Thousand 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 costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interests and costs 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part her 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 party of the second part her 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 party making such sale on demand, to the said parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

W. J. Francisco (SEAL)
Julia F. Francisco (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of Oct, A. D. 1905, before me

A. F. Blum a Notary Public in and for said County and State came W. J. Francisco and

Julia F. Francisco 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 April 10th 1907. (L.S.) A. F. Blum. Notary Public

Filed for Record the 31st day of October, A. D. 1905, at 9⁵⁵ o'clock A. M.

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

The following is ordered on the original instrument of the note hereby described having been paid in full this mortgage is hereby released upon the day of October A. D. 1910 A. R. Hugh Alice E. Claborn

Recorded Nov 12, 1910
By Mary Ann Claborn
Register of Deeds