

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - BANK OF THE STATE OF KANSAS, INC. - 1904

Recorded Dec-11-1905
By C. E. Armstrong
C. E. Armstrong, Reg. of Deeds.
This mortgage is hereby released and the lien thereby created discharged.
Witness my hand and seal this 11th day of Dec. 1905.
C. E. Armstrong, Reg. of Deeds.

This Indenture, Made this 11th day of December in the year of our Lord one thousand nine hundred five between Margaret M. Chas. Ewart, unmarried, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Frances E. Shepherd of the second part: Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 21 Twenty-one (21) Twenty-two (22), Twenty-three (23), Twenty-four (24), Block number One (1), Haskell Place Addition to Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Margaret M. Chas. Ewart do 25 hereby covenant and agree that at the delivery hereof she 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 she 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 Margaret M. Chas. Ewart to the said party of the second part. Said note being given for the sum of Two Thousand Dollars, dated December 11 - 1905 due and payable on or before Dec 11 1910 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 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

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 party 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 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 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, appraisement 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 surplus, if any there be, shall be paid by the party of the second part making such sale on demand, to the said Margaret M. Chas. Ewart her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Margaret M. Chas. Ewart (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 11 day of December A. D. 1905, before me J. D. Benson a Notary Public in and for said County and State came Margaret M. Chas. Ewart, unmarried 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 March 3 1906 J. D. Benson Notary Public

Filed for Record the 11 day of Dec. A. D. 1905, at 3:15 o'clock P M.

By C. E. Armstrong Deputy, Alt. Armstrong Register of Deeds.