

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—HAML DOWNSOUTH BOOK NO. 121274

This Indenture, Made this Eighteenth day of December in the year of our Lord one thousand nine hundred and five between Cassie J. Hill and Samuel Hill (husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and William B. Host of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Hundred and Twenty five DOLLARS, to them duly paid, the receipt of which is hereby acknowledged as sold and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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:

Commencing at the South west Corner of the following described land all of the North east quarter (4) of the South West quarter (36) of Section Fifteen (15) Township Thirteen (13) Range Nineteen (19) lying South and East of the Present Public road running in a North and South westerly direction through said quarter Section five east to center of Washington Park, thence North to the center of Washington Park, thence follow Washington Park to the road, thence along the west line of said quarter (24) to the beginning (corner half (24) corner with the quarter) and all the estate, title and interest of the said part 2nd of the first part herein. And the said Cassie J. Hill and Samuel Hill

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 inalienable 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 hundred and Twenty five Dollars, according to the terms of one certain promissory note this day executed by the said Cassie J. Hill and Samuel Hill to the said part 2nd of the second part. Said note being given for the sum of Two hundred and Twenty five Dollars, dated December 16th 1900 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 2nd 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 accruing penalties, interests and costs, and insure the same at the expense of the part 1st 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 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 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not at the option of the part 1st of the second part; and it shall be lawful for the part 2nd of the second part him executors, administrators and assigns, at any time hereafter, 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 1st of the second part 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 2nd making such sale on demand, to the said Cassie J. Hill heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part ha- hereunto set hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Cassie J. Hill (SEAL)

S. J. Hill (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16th day of December A. D. 1900, before me

John M. Hoelgin a Notary Public in and for said County and State came

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 11 1905 John M. Hoelgin Notary Public

Filed for Record the 21 day of December A. D. 1900, at 4³⁰ o'clock P. M.

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