

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - SAML. BODENWORTH BROS. CO. LEAVENWORTH, KAN., No. 1711

This Indenture, Made this 6th day of January in the year of our Lord one thousand nine hundred and 1906 between Lurina Dow Landon,

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Sarah H. Spetman of Barranquilla, Columbia, South America of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Five Hundred DOLLARS, duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part 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 No. One Hundred Sixty-nine (69) Vermont Street
City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Lurina Dow do ss 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 Five Hundred Dollars according to the terms of one certain promissory note this day executed by the said Lurina Dow Landon and Spetman for the purpose of the option of paying all the said loan per front of the to the said part of the second part. Said note being given for the sum of Five Hundred Dollars, dated January 6, 1906 due and payable in three years year 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 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 mortgage, in the sum of Five Hundred 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 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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 part 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 part making such sale on demand, to the said Lurina Dow Landon her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Lurina Dow (Seal)
(Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 6th day of January A. D. 1906, before me

J. D. Demore 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 hereto set my hand and affixed my official seal on the day and year last above written.

My commission expires March 3, 1908 J. D. Demore Notary Public

Filed for Record the 6 day of Jan A. D. 1906, at 3²⁰ o'clock P. M.

By Edw. E. Armstrong Deputy. W. H. Armstrong Register of Deeds.

The following is a copy of the original instrument
the copy thereof described having been filed in full this mortgage
in the office of the Register of Deeds of Douglas County, Kansas
on the 14 day of January 1906
Sarah H. Spetman
Mabel Woodman
Helen H. Spetman

Recorded Jan 16 1909
Floyd L. Lawrence
Reg of Deeds