

MORTGAGE RECORD No. 40.

COUPON MORTGAGE - SAME FOR NORTH DAKOTA CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 26th day of January in the year of our Lord one thousand nine hundred and Six between Rose B. Bruce and H. B. Bruce, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Bertha A. Grosvener of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Two Hundred Seventy-five 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, 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:

Sub No Ten (10) Block (24) twenty-five Lincoln's Addition to the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said

Rose B. Bruce and H. B. Bruce her husband 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 Hundred Seventy-five Dollars, according to the terms of certain promissory note this day executed by the said

Rose B. Bruce and H. B. Bruce her husband to the said part 2 of the second part. Said

note being given for the sum of Two Hundred Seventy-five Dollars, dated January 26-1906 due and payable in four 7.25 11.00 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 1 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 Three 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 1 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 1 of the second part; and it shall be lawful for the part 2 of the second part her 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 2 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 part 2 making such sale on demand, to the said Rose B. Bruce, her heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 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

Rose B. Bruce (SEAL)
H. B. Bruce (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 26th day of January A. D. 1906, before me

J. D. Lemon

a Notary Public in and for said County and State

Rose B. Bruce and H. B. Bruce, her husband, 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. Lemon Notary Public

Filed for Record the 27th day of Jan A. D. 1906, at 11¹⁵ o'clock A. M.

By Elsie E. Armstrong Register of Deeds. C. W. Armstrong Register of Deeds.

Lord one thousand nine

hundred and Six

of the first part, and

second part:

consideration of the sum of

DOLLARS,

grant, bargain, sell and

and situated in the County

in C/D

hereby covenant

and indefeasible estate of

against all claims whatsoever.

Dollars,

of the second part. Said

Dollars,

date hereof, with interest

conveyance shall be void if such

the first part hereby agree

remains insured in favor of

DOLLARS.

accruing penalties, interests

and costs, and insure the same

scribed premises, and shall

est interest thereon, or the

he whole principal of said

may have been paid by the

or not at the option of the

trators and assigns, at any

hereby waived or not at the

g from such sale to retain

making such sale, and the.

real the day and year last

(SEAL)

(SEAL)

A. D. 1906, before me

on of the same.

written.

Notary Public

P. M.

Register of Deeds.

The estate herein described having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. As witness my hand this 26th day of January, A. D. 1906.

Bertha A. Grosvener
Bertha A. Grosvener

W. B. Bruce
W. B. Bruce

Recorded Dec 28 1906
Lloyd L. Lawrence
Register of Deeds