

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN., NO. 1241

This Indenture, Made this 28th day of February in the year of our Lord one thousand nine hundred Six between Thomas J. Caylor a widower

of Clinton Township in the County of Douglas and State of Kansas, of the first part, and
East. Spindel of John D. Illinois of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of . DOLLARS,

to him 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, his heirs and assigns forever, all that tract or parcel of land situated in the County of Lawrence and State of Kansas, described as follows, to wit: The West half of the South East 1/4 of Sec. 2, T. 26. N. of R. 1. E. of B. 1. N.

[illegible]

_____ do _____ hereby covenant

and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of and that he 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 Nineteen Hundred Dollars,

according to the terms of the certain promissory note this day executed by the said Thomas J. Cayley to the said part 4 of the second part. Said

note being given for the sum of Twenty hundred Dollars,
dated Lawrence, Kansas Jan 23, 1886 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 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 _____ 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 4 of the first part, and the expense of such taxes and accruing penalties, interests and costs

and costs, and insure the same against fire and theft, and the mortgagee, his heirs and assigns, 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 thereon, or if the mortgagee, his heirs and assigns, shall fail to insure the same as aforesaid, then this conveyance shall become absolute, and the whole principal of said mortgage, together with interest thereon, shall be payable forthwith.

taxes assessed on said premises, or on any part thereof, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the 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 4 of the second part; and it shall be lawful for the part 4 of the second part me 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 discretion of the said executors, administrators or assigns; and out of all the moneys arising from such sale to retain the sum of one hundred and fifty dollars for the use of the said me executor, administrator or assigns, and the balance of the moneys so arising to be paid to the said me executor, administrator or assigns, as he or she may direct.

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 party of the last; - his

heirs and assigns. /

Signed, Sealed and Delivered in Presence of

Thomas J. Caylor (SEAL)

County of _____

BE IT REMEMBERED, That on this 23rd day of February A. D. 1906, before me

James Brooks a Notary Public in and for said County and State came
Thomas Coulter

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 annexed my official seal on the day and year last above written.

My commission expires Nov. 5 - 1907 EB James Brooks Notary Public

Filed for Record the 23rd day of Feb- A. D. 1906, at 7³⁰ o'clock 6 M.

By Elmer C. Armstrong Deputy. Edw. Armstrong
Register of Deeds.

The note herein described having been paid in full, this receipt is hereby released and the
 payee therefor created discharged. As witness my hand and seal this _____ day of _____ A. D. 19____

Recorded _____ 19__