

MORTGAGE RECORD No. 40.

531

COUPON MORTGAGE—BANK DOWNTOWN BANK CO., LEAVENWORTH, KAN., No. 1214

This Indenture, Made this Fifth day of March in the year of our Lord one thousand nine hundred and Six between August Hackbarth and Mary Hackbarth (Wife), of Lawrence in the County of Douglas and State of Kansas, of the first part, and

C. L. Hew of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain, sell and mortgage to the said part of 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:

Lot Number Eighty five (85) Connecticut Street Lawrence Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said August Hackbarth and Mary Hackbarth 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 Three Hundred Dollars, according to the terms of one certain promissory note this day executed by the said August Hackbarth and Mary Hackbarth to the said part of of the second part. Said

note being given for the sum of Three Hundred Dollars, dated March 6th 1906 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 is 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 is 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 is of the second part, and all sums paid by the part is of the second part for insurance, shall be due and payable or not at the option of the

part is of the second part; and it shall be lawful for the part is of the second part his 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 is 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 is making such sale on demand, to the said August Hackbarth heirs and assigns.

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

Signed, Sealed and Delivered in Presence of Aug Hackbarth (SEAL) Mary Hackbarth (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of March A. D. 1906, before me John M. Keulin a Notary Public in and for said County and State came August Hackbarth and Mary Hackbarth

to me personally known to be the same person s 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 11th 1907 John M. Keulin Notary Public

Filed for Record the 9th day of March A. D. 1906, at 2⁰⁰ o'clock P. M.

by A. W. Armstrong Deputy. Register of Deeds.

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Register of Deeds.

The following is Indorsed on the original instrument.
This note having been cleared having been paid in full
this mortgage is hereby released and the County
Charles discharged. Witness my hand this 12th day of August A.D. 1907
C. L. Hew

Recorded August 12th 1907.
A. W. Armstrong
Register of Deeds.