

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LAWL INCORPORATED BOOK CO., LEAVENWORTH, KAN., NO. 12348

This Indenture, Made this Twenty fifth day of May in the year of our Lord one thousand nine hundred and six between J. W. Gellars and Ella M. Gellars his wife of Leecropton in the County of Douglas and State of Kansas, of the first part, and Trustees of Plymouth Congregational Church of Lawrence, Kansas. of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four hundred DOLLARS, to them 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 2d of the second part, their 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 Numbered one (1) and Twenty (20) feet of vacated Fourth Street in Leecropton lying the whole length of said lot numbered one all in Block Numbered Forty (40) in the City of Leecropton according to the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said J. W. Gellars and Ella M. Gellars 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 Four hundred Dollars, according to the terms of one certain promissory note, this day executed by the said J. W. Gellars and to the said part 2d of the second part. Said note being given for the sum of Four hundred Dollars, dated May 25th 1906, due and payable in Five Annual Dollars 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 1st 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 Four 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 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 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 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 2d of the second part, and all sums paid by the part 2d 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 2d of the second part their 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 1st of the second part, and 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 2d making such sale on demand, to the said J. W. Gellars heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
J. W. Gellars. (SEAL)
Ella M. Gellars. (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of May A. D. 1906, before me D. Baughman a Notary Public in and for said County and State came J. W. Gellars and Ella M. Gellars to me personally known to be the same person 5 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 June 6th 1907 (L.S.) D. Baughman Notary Public

Filed for Record the 31st day of May A. D. 1906, at 3³⁰ o'clock P. M.
By A. W. Armstrong Deputy.
A. W. Armstrong Register of Deeds.

The enclosed is returned as the original instrument.
This mortgage is hereby released and the same is hereby discharged. As witness my hand this 25th day of May, A. D. 1906.
The Board of Trustees of Plymouth Cong. Church of Lawrence, Kas.
By Harry Osting Chairman of Board.

Witness
Walter C. H. Fisher

Recorded Dec 23 1929
Estelle Northcutt
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
situated in the County
of
hereby covenant
and indefeasible estate of
all claims whatsoever.
Dollars,
of the second part. Said
date hereof, with interest
shall be void if such
the first part hereby agree
insured in favor of
DOLLARS,
penalties, interests
interests and costs
interest thereon, or the
the whole principal of said
may have been paid by the
or not at the option of the
ators and assigns, at any
ereby waived or not at the
g from such sale to retain
making such sale, and the
al the day and year last
(SEAL)
(SEAL)
A. D. 1906, before me
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written.
Notary Public
M.
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Register of Deeds.