

COUPON MORTGAGE—JAMES E. NORTH BROS. CO., LEAVENWORTH, KAN., No. 1214

This Indenture, Made this 21st day of August in the year of our Lord one thousand nine hundred & five between Annice J. Prentiss a widow

of Lawrence in the County of Douglas and State of Kansas, of the first part, and

C. A. Hill.

of the second part:

Witnesseth, That the said part 7 of the first part, in consideration of the sum of

Four hundred forty two and 42/100 DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es grant, bargain, sell and mortgage to the said part 7 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:

Pay to Kate Seventeen (17) Nineteen (19) and the East two thirds of lot Twenty one (21) on Quincy Street, in the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 7 of the first part therein. And the said

Annice J. Prentiss

do hereby covenant

and agree that at the delivery hereof, she 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 Four hundred forty two & 42/100 Dollars, according to the terms of one certain promissory note this day executed by the said

Annice J. Prentiss

to the said part 7 of the second part. Said

note being given for the sum of Four hundred forty two & 42/100 Dollars, dated August 21st 1905, due and payable in 6 months 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 7 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

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 7 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 at 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 7 of the second part, and all sums paid by the part 7 of the second part for insurance, shall be due and payable or not at the option of the part 7 of the second part; and it shall be lawful for the part 7 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 7 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 7 making such sale on demand, to the said Annice J. Prentiss her heirs and assigns.

IN TESTIMONY WHEREOF, The said part 7 of the first part has hereunto set her hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Annice J. Prentiss

(SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 24 day of August A. D. 1905, before me A. T. Hume a Notary Public in and for said County and State came Annice J. Prentiss

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 April 10th 1907 A. T. Hume Notary Public

Filed for Record the 4th day of June A. D. 1906, at 5⁰⁰ o'clock P. M.

By D. W. Armstrong Deputy. Register of Deeds.

Lord one thousand nine hundred and five

of the first part, and

second part:

consideration of the sum of

DOLLARS,

grant, bargain, sell and mortgage to the said part

of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of

North half of Section

Nineteen (19)

and (1) one

hereby covenant

and indefeasible estate of

against all claims whatsoever.

Dollars,

first part

of the second part. Said

note being given for the sum of

Four hundred forty two & 42/100

Dollars, dated August 21st 1905,

due and payable in 6 months

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.

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 any part thereof, or interest thereon, or the taxes assessed at 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 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 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 making such sale on demand, to the said

Annice J. Prentiss her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Annice J. Prentiss

(SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 24 day of August A. D. 1905, before me

A. T. Hume a Notary Public in and for said County and State came Annice J. Prentiss

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 April 10th 1907 A. T. Hume Notary Public

Filed for Record the 4th day of June A. D. 1906, at 5⁰⁰ o'clock P. M.

By D. W. Armstrong Deputy. Register of Deeds.

In consideration of full payment of the within mortgage & by release of the same to the said part 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: Pay to Kate Seventeen (17) Nineteen (19) and the East two thirds of lot Twenty one (21) on Quincy Street, in the City of Lawrence, Douglas County, Kansas.

Recorded June 2nd 1907
A. T. Hume
Register of Deeds