

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAME, DOWNSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1741.

This Indenture, Made this Fifth day of June in the year of our Lord one thousand nine hundred and six between Joel A. Garst and Abbie H. Garst, his wife

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

M. E. Newlin

of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two hundred and fifty DOLLARS,

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

Lot No. Forty six (46) in District Sub Division of a portion of Block Seven (7) East addition to the City of Lawrence.

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

Joel A. Garst and Abbie H. Garst 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 and fifty Dollars, according to the terms of one certain promissory note this day executed by the said

Joel A. Garst and Abbie H. Garst to the said part y of the second part. Said

note being given for the sum of Two hundred and fifty Dollars, dated June 5<sup>th</sup> 1906, due and payable in Two 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 ies 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 Two hundred and fifty 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 ies 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the

part y of the second part; and it shall be lawful for the part y of the second part, her 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 y 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 y making such sale on demand, to the said Joel H. Garst heirs and assigns.

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

Signed, Sent and Delivered in Presence of

Joel A. Garst. (SEAL)  
Abbie H. Garst. (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5<sup>th</sup> day of June A. D. 1906, before me John M. Newlin a Notary Public in and for said County and State came

Joel A. Garst and Abbie H. Garst 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 11 1907 John M. Newlin Notary Public

Filed for Record the 5<sup>th</sup> day of June A. D. 1906, at 4<sup>15</sup> o'clock P. M.

By A. W. Armstrong, Deputy, Register of Deeds.

(For release see Page 47 - Page 242)