

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—HAWL DUGGORTH BOOK CO. LEAVENWORTH, KAN., No. 1244.

This Indenture, Made this 5th day of July in the year of our Lord one thousand nine hundred Six between Samuel Henry Jamison and Cornelia L. Jamison (his wife) of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of Kansas, of the first part, and

Peoples State Bank, Lawrence, Kansas. of the second part:  
Witnesseth, That the said part ies of the first part, in consideration of the sum of Two thousand 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, its 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:  
Lots No. Fifty Five (55), and Fifty Seven (57), on Vermont Street, in 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 Samuel Henry Jamison and Cornelia L. Jamison 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 inalefeasible 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 thousand 00/100 Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part, to the said part y of the second part. Said note being given for the sum of Two thousand 00/100 Dollars, dated Lawrence Kans. July 5th 1906, due and payable in Three year 1 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 \_\_\_\_\_ DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and insure the same at the expense of the parties 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 upon 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 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 its 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 parties of the first part their heirs and assigns.

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

Samuel Henry Jamison. (SEAL)  
Cornelia L. Jamison. (SEAL)

State of Kansas, Jamison County, ss.

BE IT REMEMBERED, That on this 7th day of July A. D. 1906, before me the undersigned a Notary Public in and for said County and State came Samuel Henry Jamison and Cornelia L. Jamison his wife 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 Oct 1st 1907, E. R. Johnston Notary Public

Filed for Record the 7th day of July A. D. 1906, at 4 o'clock P. M.  
A. W. Armstrong. Register of Deeds.

By \_\_\_\_\_ Deputy.

The following is enclosed on the original instrument.  
They state herein described property like parties sell this mortgage  
is properly released and the title hereby granted conveyed.  
Records they found this 7th day of January 1908.  
Peoples State Bank  
Lawrence, Mo. Home State Bank  
Lawrence, Mo. Home State Bank

Recorded Jan 9-1908,  
A. W. Armstrong,  
Register of Deeds.