

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK OF NORTH DAKOTA, BISMARCK, N.D.

This Indenture, Made this 21<sup>st</sup> day of November in the year of our Lord one thousand nine hundred and 21 between Fred H. Martin and Susie Martin  
his wife  
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
George J. Barker of Lawrence  
Douglas Co. Kansas of the second part:  
 Witnesseth, That the said part<sup>s</sup> of the first part, in consideration of the sum of  
Four Hundred and Twenty Five DOLLARS,  
 to them duly paid, the receipt of which, is hereby acknowledged, have sold and by these presents do es grant, bargain, sell and  
 mortgage to the said part<sup>y</sup> 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 150 - one Hundred and Fifty in City  
of Lawrence Douglas Co. Kansas

with the appurtenances and all the estate, title and interest of the said part - of the first part therein. And the said  
Fred H. Martin and Susie Martin do es hereby covenant  
 and agree that at the delivery hereof we 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 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 \$425.00 Four Hundred & Twenty Five Dollars,  
 according to the terms of None certain promissory note, this day executed by the said Fred H. Martin and  
Susie Martin to the said part<sup>y</sup> of the second part. Said  
 note being given for the sum of \$425.00 Four Hundred & Twenty Five Dollars,  
 dated November 21<sup>st</sup> due and payable in two and three 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<sup>s</sup> 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 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<sup>y</sup> 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<sup>y</sup> of the second part, and all sums paid by the part<sup>y</sup> of the second part for insurance, shall be due and payable or not at the option of the  
 part<sup>s</sup> of the second part; and it shall be lawful for the part<sup>s</sup> of the second part his executors, administrators and assigns, at any  
 time hereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and to retain the proceeds  
 of the sale of the part<sup>s</sup> 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<sup>s</sup> of the second part making such sale on demand, to the said Geo. J. Barker - Jrs.  
heirs and assigns.

IN TESTIMONY WHEREOF, The said part<sup>s</sup> of the first part have hereunto set their hand and seal the day and year last  
 above written.

Signed, Sealed and Witnessed in Presence of

Fred H. Martin (SEAL)  
Susie F. Martin (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of November A. D. 1906, before me  
Frank Gee a Notary Public in and for said County and State came  
Fred H. Martin and Susie Martin Husband and wife.  
 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 Sept 28<sup>th</sup> 1908 Frank Gee Notary Public

Filed for Record the 24<sup>th</sup> day of Nov. A. D. 1906, at 10<sup>20</sup> o'clock A. M.

By Eric E. Armstrong Deputy. W. E. Armstrong Register of Deeds.

For Release see Book 57 Page 257