

MORTGAGE RECORD No. 40.

575

COUPON MORTGAGE—LAW BOOK CO., LEAVENWORTH, KAN., No. 1541.

This Indenture, Made this first day of November in the year of our Lord one thousand nine hundred and nin between Louisa Meuffels and H. J. Meuffels husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

Ema G. Searles

of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four Hundred (\$400.00) DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part 1st 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 1st of number one hundred and seventy four (174) on Connecticut Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 2nd of the first part therein. And the said

Louisa Meuffels and H. J. Meuffels

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 encumbrances, 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 Louisa Meuffels and H. J. Meuffels to the said part 2nd of the second part. Said

note being given for the sum of Four Hundred Dollars,

dated November 1st 1906 due and payable in 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 2nd 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 2nd 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 interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up hereon, 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 2nd of the second part, and all sums paid by the part 2nd 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 2nd of the second part, her executors, administrators and assigns, at any time hereafter, 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 2nd of the second part, her 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 2nd of the second part, to the said Louisa Meuffels and H. J. Meuffels heirs and assigns.

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

above written.

Signed, Sealed and Delivered in Presence of

Louisa Meuffels (SEAL)

H. J. Meuffels (SEAL)

State of Kansas, Douglas County, ss

BE IT REMEMBERED, That on this 12th day of December A. D. 1906, before me

Henry H. Asher a Notary Public in and for said County and State came Louisa Meuffels

and H. J. Meuffels

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 April 5 1907 Henry H. Asher Notary

Filed for Record the 5 day of Jan A. D. 1907, at 25 o'clock P. M.

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

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Notary Public

Register of Deeds.

Recorded Nov 10. 1909

Shoyd L Lawrence

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