

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAML. DOWDORTH BOOK CO., LEAVENWORTH, KAN., No. 1941.

This Indenture, Made this 21st day of January in the year of our Lord one thousand nine hundred and seven between James E. Lork and Mary E. Lork Husband and Wife of Stell in the County of Douglas and State of Kansas, of the first part, and Ernest Wile of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Five Hundred 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 y 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:

Beginning at the North West corner of the North East Quarter of Section No. Thirty one (31) Township No. Twelve (12) South of Range No. Eighteen (18) East of the 6th P. M. Thence running south 16 Rods thence East 7 Rods and 6 feet, thence North 16 Rods thence West 7 Rods and 6 feet to place of beginning in Douglas County & State of Kansas.

with the appurtenances and all the estate title and interest of the said part of of the first part therein. And the said James E. Lork and Mary E. Lork 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 Five Hundred Dollars, according to the terms of one certain promissory note this day executed by the said James E. Lork and Mary E. Lork to the said part y of the second part. Said note being given for the sum of Five Hundred Dollars, dated January 21 - 1907 due and payable in Three years from date hereof, with interest thereon from the day 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 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 Seven 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 of 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of 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, and the proceeds of such sale to be applied to the payment of the debt secured by this mortgage, 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 part of the first part or heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

James E. Lork (SEAL)
Mary E. Lork (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 22nd day of January A. D. 1907, before me W. B. McAlister a Notary Public in and for said County and State came James E. Lork and Mary E. Lork (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 Apr. 7 - 1907 W. B. McAlister Notary Public

Filed for Record the 22nd day of Jan A. D. 1907, at 1st o'clock P. M.

By Elcie E. Armstrong Deputy. W. B. Armstrong Register of Deeds.

The following is a copy of the original mortgage instrument as recorded in the office of the Register of Deeds, Leavenworth, Kansas, on the 22nd day of January, 1907, and is hereby certified to be a true and correct copy of the original instrument as recorded.

Recorded Jan 22 1907
Hayden & Lawrence
Reg. of Deeds