577 MORTGAGE RECORD No. 40. COUPON_MORTGAGE-ANL DODATORTH BOOK CO., LEAVENWORTH, KAN., No. 12044. This Indenture, Made this 26" day of January in the year of our Lord one thousand nine hundred Seven between Eward He fe hand Sela M. Lefe one thousand nine 6 Louk. the wife of Lawrence in the County of Dirighas and State of Kansas, of the first part, and the first part, and Thomas Harley of the second part: d part: Three hundred "4 "00 DOLLARS, n of the sum of DOLLARS. _ duly paid, the receipt of which is hereby acknowledged, ha U-sold and by these presents do grant, bargain, sell and , bargain, sell and mortgage to the said part y of the second part, how here here and assigns forever, all that tract or parcel of land situated in the County of of the said state of Kansa, described as follows, to wit :______ ated in the County 216 I mumber Ten (10) in Block mumber Twenty & Bast Three (23) in Sinclairs addition to the City No. Lawrence al-R mee. unce ge State ft with the appartenances and all the estate, title and integest of the said part 1- of the first part therein. And the said Edward Hope and Sela M Hope his wife hereby covenant _ hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and indefeasible estate of defeasible 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 Three Aturched Too Dollars, elaims whatsoever. Dollars. This time to me terms of a contract or the providence of this day according to the terms of a contract providence of the second part. Said and the second part. Said note being given for the sum of Three Franched and the second part. Said Dollars, dated second for the sum of Three Franched and the fore fore year from date hereof, with interest date for the second part. second part. Said _ Dollars, ereof, with interest thereon from the date thereof until paid, according to the terms of said note and congenerative to an actual. And this conveyance shall be void if such hall be void if such payment be made as in said note and coupons thereto attached; and as is hereinafter specified. And the said parties of the first part hereby agree t 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 Three hundred and the DOLLARS insured in favor of the said mortgagee, in the sum of *Three hundred and intervent of the second part* DOLLARS: in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accraing penalties, interests and costs, and insure the same at the expense of the part *x*² of the first part, and the expense of such taxes and accraing penalties, interests and insurance, shall from the payment thereof, be and become an additure 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 soid premises, or if the invurance is not kept up thereon, then this convergance shall be on the shore (and the whole principal of said 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 for insurance, shall be due and payable or not at the option of the option of the part *y*. of the second part *w* is thereon the main prescribed by law, appraisement hereby waited or not at the option of the part *y*. of the second part *w* is the conditions or axigns; and out of all the moneys arising from such sales 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 the part *y* making such sale on demand, to the said *Marty Myther his* DOLLARS. penalties, interests interests and costs premises, and shall rest thereon, or the le principal of said e been paid by the leaver e been paid by the at the option of the to and assigns, at any 234 such sale to retain g such sale, and the front n! teety . _ heirs and assigns. IN TESTIMONY WHEREOF, The said part 2 " " of the first part have hereunto set Here's hand and seal the day and year last topt e day and year last Tile at a above written. Signed, Scalal and Delivered in Presence of Quard Hope (SEAL) (SEAL) dela M. Hope (SEAL) _(SEAL) State of Kansas, Angles County, ss. BE IT REMEMBERED, That on this 26" day of formary _____ A. D. 1907, before me 1907, before me Menny H. asher a Notary Public in and for said County and State came to me personally known to be the same person who executed the foregoing indrument and duly acknowledged the execution of the same. Le) IN WITNESS WHEHEOF, I have hereunto set my hand and affixed my official seal on the day and year last above written. 1907 233 Hury . C. Osher Sidary Public My commission expires Opril _ Notary Public Filed for Record the 28" day of fance very A. D. 190 % at 3 25 o'clock P. M. all denna torna . By Clair & armstrong Deputy. egister of Deeds.