

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—CRAWFORD BOOK CO., LEAVENWORTH, KAN., No. 1701.

This Indenture, Made this Seventeenth day of May in the year of our Lord one thousand nine hundred and seven between Edgar W. Parsons and Jennie P. Parsons (Husband and Wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Justave Willmann of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Twenty five Hundred & Twenty five (\$2575.00) 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 2 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 110. Section 17. Twenty (20) Twenty One (21) Twenty Two (22) Twenty Three (23) & Twenty four (24) in Block No. Twenty one (21) Sinclair's Addition to the City of Lawrence, County and State of Kansas.

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said

Parties of the first part do 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 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 Twenty five Hundred and Twenty five Dollars, according to the terms of One certain promissory note this day executed by the said

Edgar W. Parsons & Jennie P. Parsons to the said part 2 of the second part. Said note being given for the sum of Twenty five hundred and twenty five Dollars,

dated May Seventeenth (17) 1907 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 1 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 Sixteen Hundred and Fifty (\$1650.00) DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and insure the same at the expense of the part 1 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 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 1 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not at the option of the

part 2 of the second part; and it shall be lawful for the part 2 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, appraisal hereby waived or not at the option of the part of the second part, 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 2 making such sale on demand, to the said Parties of the first

part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 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

C. J. Hawk Edgar W. Parsons (SEAL)
Jennie P. Parsons (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of May A. D. 1907, before me

C. J. Hawk a Notary Public in and for said County and State came Edgar W. Parsons and Jennie P. Parsons (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 October 15th 1909 C. J. Hawk Notary Public

Filed for Record the 21 day of May A. D. 1907 at 2 o'clock P. M.

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

Recorded Feb 24 1910
 Lloyd L. Armstrong
 Register of Deeds
 The note herein described having been paid in full this
 March 29 1908 so hereby released and the filing of this
 instrument is hereby acknowledged as witness my hand
 and the filing of this day 9 1910
 Justave Willmann