

COUPON MORTGAGE—RAWL DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 12011

This Indenture, Made this Fifth day of July in the year of our Lord one thousand nine hundred and seven between George W. Howard (widower)

of Laurence in the County of Douglas and State of Kansas, of the first part, and
Mary F. Davis of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of _____ DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party 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:

of Douglas and State of Kansas, described as follows, to wit:

Lot Eleven (11) and Twelve (12) Block Twenty three (23)
St. Clair's Addition to the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said George W. Howard do as hereby covenant

and agree that at the delivery hereof he 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 he 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 One hundred Dollars, according to the terms of one certain promissory note this day executed by the said _____.

according to the terms of one certain promissory note, the contents of which are made a part of this instrument, to the said party of the second part. Said note being given for the sum of One hundred Dollars, dated July 5 1907 due and payable in One year 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 party of the first part hereby agrees 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 One hundred DOLLARS.

the said mortgagee, in the sum of dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and said accruing penalties, interests and costs, and insure the same at the expense of the part g 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, part of 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 g of the second part, and all sums paid by the party g of the second part for insurance, shall be due and payable or not at the option of the party g of the second part; and it shall be lawful for the party g 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, ~~without notice hereby waived or not at the~~ option of the part g of the second part executors, administrators and 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 surplus, if any there be, shall be paid by the party g making such sale on demand, to the said George W. Howard heirs and assigns.

IN TESTIMONY WHEREOF, The said part of the first part ha & herunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

George W. Howard (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of July A. D. 1907, before me

John M. Newlin a Notary Public in and for said County and State came

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 April 11 1911 ED John M. Hewlin Notary Public

Filed for Record the 5 day of July A. D. 1907, at 3 o'clock P. M.

Filed for record on _____ day of _____, 19____.

By Eric E. Armstrong, Deputy.

E. W. Armstrong,
Register of Deeds.

The following is enclosed in the original envelope.
 I hope to receive a few more before I put this envelope
 in the box. And I am sure that the
 writers may have this day of August 1890.
 Mary F. Davis.

Recorded Aug 7th 1908,
D. E. W. Rye, Secretary.
Remitted as decided.