

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAUL DODD WORTH BOOK CO., LEATHEWORTH, KAN., No. 1291.

This Indenture, Made this twelfth day of July in the year of our Lord one thousand nine hundred and seven between C. B. Hooford (unmarried)

of Lawrence in the County of Douglas and State of Kansas, of the first part, and

George Myers

of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five hundred 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, 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 No Eight (8) in South View in the City of Lawrence

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

C. B. Hooford

do hereby covenant

and agree that at the delivery hereof he is 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 Five hundred Dollars, according to the terms of one certain promissory note, this day executed by the said C. B. Hooford

to the said party of the second part, his Dollars,

note being given for the sum of Five hundred Dollars, dated Lawrence Kansas July 12 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 party 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 Five 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 the first part, and the expenses 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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 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

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 making such sale on demand, to the said C. B. Hooford heirs and assigns.

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

Signed, Sealed and Dittered in Presence of

C. B. Hooford

(SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 13 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 John M. Newlin Notary Public

Filed for Record the 13 day of July A. D. 1907, at 1:25 o'clock P. M.

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

(This following is endorsed on the original instrument.)
The above described having been paid in full, this mortgage is hereby returned and the lien thereby created discharged. As witness my hand this 13 day of July A. D. 1907.

John M. Newlin

Recorded June 17 1907

Elmer E. Armstrong
Register of Deeds
By John M. Newlin
Notary Public