

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAND FOUNDRY BOOK CO., EAST WORTH, ILL., NO. 1234

This Indenture, Made this First day of August in the year of our Lord one thousand nine hundred and Seven between Charlotte A. Harrington and Freeman Harrington (husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Treasurer & Board of Directors of Friends University of Wichita, Kansas. of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he or 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:

Lots Fifty Six (56) and Fifty Eight (58) in Block Fifty Six (56) West Lawrence, Douglas County Kansas.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Charlotte A. Harrington and Freeman Harrington 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 One Thousand Dollars, according to the terms of One certain promissory note and two coupons of the said Charlotte A. Harrington and Freeman Harrington to the said part y of the second part. Said note being given for the sum of One Thousand Dollars, dated August 1<sup>st</sup> 1907 due and payable in Five year 3 from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons hereto 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 One Thousand DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and 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 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 y 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 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, appraisalment hereby waived or not at the option of the part y of the second part executors, administrators or 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 overplus, if any there be, shall be paid by the part y making such sale on demand, to the said Charlotte A. Harrington heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Charlotte A. Harrington (SEAL)  
Freeman Harrington (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of August A. D. 1907, before me John M. Newlin a Notary Public in and for said County and State came

Charlotte A. Harrington and Freeman Harrington 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 3 day of Aug, A. D. 1907, at 10<sup>30</sup> o'clock 9 M.

By Eliu D. Armstrong Deputy. A. C. Armstrong Register of Deeds.

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Register of Deeds.

The following is a summary of the original instrument:  
A note given described herein being paid in full this  
mortgage hereby released and the said thirty credits changed  
March 11th 1907  
Blair & Co. of  
Missouri, Secretary of Friends  
University, Wichita, Kansas

Recorded Dec 13 1909  
Hays L. Lawrence  
Register of Deeds.