

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—BANK EDGEMOOR CO., LEAVENWORTH, KAN., No. 1264.

This Indenture, Made this First day of August in the year of our Lord one thousand nine hundred and seven between Will R. Tarrill a single man

of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Six hundred & 75/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do 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:

Lot 8 Number Seven (7) Block No. Twenty five (25) Sinclair's Addition, City of Lawrence

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said Will R. Tarrill do 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 Six hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Will R. Tarrill to the said part of the second part. Said note being given for the sum of Six hundred Dollars, dated August 1st 1907 due and payable in five 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 y 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 Six 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 y 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 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 thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part y of the second part his 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 surplus, if any there be, shall be paid by the part y making such sale on demand, to the said Will R. Tarrill his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Will R. Tarrill (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 3rd day of August A. D. 1907, before me Henry H. Acker 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. Will R. Tarrill a single man

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 Apr. 2 1911 23 Henry H. Acker Notary Public

Filed for Record the 3 day of Aug. A. D. 1907 at 11<sup>30</sup> o'clock A. M.

By E. C. Armstrong Deputy. A. C. Armstrong Register of Deeds.

The following is understood on the original instrument that the note herein described having been paid in full of this mortgage it is hereby released and the same day & permanent at 1911 at Lawrence E. Hagan

Recorded Jan'y 31 1911  
Hagan & Lawrence  
Register of Deeds