

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—KANSAS TOGETHER BOOK CO., LEAVENWORTH, KAN., NO. 1211.

This Indenture, Made this Twentieth day of October in the year of our Lord one thousand nine hundred and seven between John L. Davis - Widower -

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

J. M. Newlin of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three hundred 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 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 one hundred and fifty-two (152)
and one hundred and fifty-four (154)
Mississippi Street, of Lawrence.

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

John L. Davis do es 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 Three Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

John L. Davis to the said party of the second part. Said

note being given for the sum of Three hundred Dollars, dated October 19th 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 Three hundred DOLLARS,

in such 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the

party of the second part; and it shall be lawful for the party 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, appraisement hereby waived or not at the option of the party 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 party of the first part making such sale on demand, to the said John L. Davis 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 Delivered in Presence of

John L. Davis (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 18th day of Oct, A. D. 1907 before me John M. Newlin a Notary Public in and for said County and State came

John L. Davis, 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 1908 John M. Newlin Notary Public

Filed for Record the 19th day of Oct, A. D. 1907, at 11 o'clock A. M.

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

Rec. No. 647
Fee Paid 1.10

For Release per Book 67 Page 355.

For Assignment See Book 67 Page 159.