

MORTGAGE RECORD No. 40.

611

COUPON MORTGAGE - BANK, BOSTON, MASS. CO. LEAVENWORTH, KAN., No. 1201.

This Indenture, Made this 1st day of October in the year of our Lord one thousand nine hundred and seven between Willis K. Folks and Emma V. Folks husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

A. H. Jeece of the second part: Witnesseth, That the said part is of the first part, in consideration of the sum of Two Thousand Four Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part of 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:

All of lot nine (9) Quad Eight; a subdivision of the south two hundred and fifty feet of Block three Quad Addition to the City of Lawrence

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

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 Two Thousand Four Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Willis K. Folks to the said part of of the second part. Said note being given for the sum of Two Thousand Four Hundred Dollars, dated Oct 1st 1907 due and payable in four 1792.00 dollars each 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 hereinbefore specified. And the said part is 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 Two Thousand DOLLARS.

In some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interests and costs, and insure the same at the expense of the part is 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of 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 of 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 for 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 of making such sale on demand, to the said Willis K. Folks heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Willis K. Folks (Seal)
Emma V. Folks (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30th day of October A. D. 1907, before me Edw. E. Brown a Notary Public in and for said County and State came Willis K. Folks and Emma V. Folks his wife, 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 Jan. 24 1908 Edw. E. Brown Notary Public

Filed for Record the 30th day of Oct A. D. 1907 at 4 o'clock P. M.

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

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien hereby created is hereby terminated. As witness my hand and seal this 1st day of October, A. D. 1911.
W. C. Whipple Mr. McNamee

Recorded June 29 1911
Hoyt & Lawrence
Register of Deeds
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