

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—RAWL EDDSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this fourteenth day of November in the year of our Lord one thousand nine hundred and seven between C. B. Horsford and Helen Horsford (his wife)

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Treasurer of Board of Trustees of Kansas Peary Meeting of the Society of Friends in Trust for Peary Academy of the second part

Witnesseth, That the said part us of the first part, In consideration of the sum of Two thousand 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 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 No. Seventeen (17) and the South half (1/2) of Lot No. Sixteen Horsfords, Addition to the City of Lawrence, Douglas County Kansas.

with the appurtenances and all the estate, title and interest of the said part us of the first part therein. And the said C. B. Horsford and Helen Horsford 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 encumbrances, 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 Two thousand Dollars, according to the terms of one certain promissory note and the coupons made by the said C. B. Horsford and Helen Horsford to the said part y of the second part. Said note being given for the sum of Two thousand Dollars,

dated November 14<sup>th</sup> 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 herein specified. And the said part us 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 and accruing penalties, interests and costs, and insure the same at the expense of the part us 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 us of the first 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 being made or not at the option of the part 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 C. B. Horsford and his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

C. B. Horsford (SEAL)

Helen Horsford (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14<sup>th</sup> day of November A. D. 1907, before me Chas. F. Brooks a Notary Public in and for said County and State came

C. B. Horsford and Helen Horsford, 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 June 4<sup>th</sup> 1910 (LB) Chas. F. Brooks Notary Public

Filed for Record the 14 day of Nov. A. D. 1907, at 4<sup>00</sup> o'clock P. M.

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

The following is entered on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 14th day of November, A. D. 1911.

Chas. F. Brooks, Notary Public in and for Douglas County, Kansas.

Recd. May 20 - 1913  
Chas. F. Brooks  
Register of Deeds