

# MORTGAGE RECORD No. 40.

621

COUPON MORTGAGE—RAWL DOWNSOUTH BROS CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this Twenty-ninth day of October in the year of our Lord one thousand nine hundred and seven between Maudie Bryant and Alex C. Bryant (husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. H. Newlin of the second part:

Witnesseth, That the said parties 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 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 One (1) and the west Fifty (50) feet of lot No Two (2) in Block No. One (1) of Crancors Sub. division of Block Fifteen (15) in Babcock's Enlarged Addition to the City of Lawrence - Kansas.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Maudie Bryant and Alex C. Bryant do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 two coupons hereto attached, this day executed by the said Maudie Bryant and Alex C. Bryant to the said part of the second part. Said note being given for the sum of Two thousand Dollars, dated October 17 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 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 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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, 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 of the first part making such sale on demand, to the said Maudie Bryant heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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

Maudie Bryant (SEAL)  
Alex C. Bryant (SEAL)

State of Kansas, Douglas County ss.

BE IT REMEMBERED, That on this 19 day of October A. D. 1907, before me

John M. Newlin a Notary Public in and for said County and State came  
Maudie Bryant

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 5 day of Dec. A. D. 1907, at 5 o'clock P. M.

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

Eric C. Armstrong Notary Public, State of Kansas, County of Douglas, do hereby certify that on this 19th day of October, A. D. 1907, before me, John M. Newlin a Notary Public in and for said County and State came Maudie Bryant and Alex C. Bryant and they acknowledged the execution of 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.  
(Seal) John M. Newlin Notary Public.  
My commission expires Aug. 10, 1911.

This note has been described by the State of Kansas, as being a mortgage, and has been duly recorded in the County of Douglas, Kansas, at the office of the Register of Deeds, on the 5th day of December, A. D. 1907.

Recorded Oct. 16 1910  
J. H. Newlin  
Register of Deeds

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