

MORTGAGE RECORD No. 40.

623

COUPON MORTGAGE—SAML BORNHORTH BOOK CO, LEAVENWORTH, KAN., No. 1361

This Indenture, Made this fourth day of January in the year of our Lord one thousand nine hundred and eight between S. B. Longwood and Alice Longwood (Husband and Wife) of Baldwin in the County of Douglas and State of Kansas, of the first part, and Ernest Wise of the second part: Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fifteen 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 2d 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: Lots Eighty (80) Eighty Two (82) Eighty Four (84) Eighty Six (86) Eighty Eight (88) all on Jersey Street Baldwin, in the County of Douglas and the State of Kansas.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said Parties of the first part 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 incumbrances, 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 Fifteen Hundred Dollars, according to the terms of one certain promissory note this day executed by the said S. B. Longwood and Alice Longwood to the said part 2d of the second part. Said note being given for the sum of Fifteen hundred Dollars, dated Lawrence Kas. January 9th 1908 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 1st 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 Seven hundred 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 1st 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 2d of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not at the option of the part 1st of the second part; and it shall be lawful for the part 2d 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 1st 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 overplus, if any there be, shall be paid by the part 2d making such sale on demand, to the said Parties of the first part their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st 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. S. Hawk S. B. Longwood (SEAL)
Alice Longwood (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 4th day of January A. D. 1908, before me C. S. Hawk a Notary Public in and for said County and State came S. B. Longwood and Alice Longwood (Husband and Wife) to me personally known to be the same persons 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 October 13th 1909 C. S. Hawk Notary Public

Filed for Record the 4 day of Jan A. D. 1908 at 2:10 o'clock P. M.
By Elise D. Armstrong Deputy. W. Armstrong Register of Deeds.

Lord one thousand nine hundred and eight, of the first part, and second part: Variation of the sum of DOLLARS, grant, bargain, sell and situated in the County of Le North to (8) hereby covenant of indefeasible estate of all claims whatsoever. Dollars, of the second part. Said Dollars, rate hereof, with interest shall be void if such first part hereby agree insures insured in favor of DOLLARS, penalties, interests and costs of the premises, and shall interest thereon, or the whole principal of said not at the option of the and assigns, at any from such sale to retain such sale, and the the day and year last (SEAL) (SEAL) A. D. 190 / before me of the same. Notary Public M. Register of Deeds.

The herein described having been paid in full, this mortgage is hereby released and the mortgage is hereby discharged. As witness my hand this 4th day of January A. D. 1908.

RECORDED July 3rd 1922
Elise D. Armstrong, Deputy
Register of Deeds

(For designation and book 57-115)