

Mortgage Record No. 46.

281

COUPON-MORTGAGE-For Rent, Purchase, and Blank Book Material, Lawrence, Kansas.

This Indenture, Made this 21st day of June in the year of our Lord, one thousand nine hundred and nine between Emma L. Wright and Charles R. Wright (Her husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. Hallmann of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of thirty-five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain sell and mortgage to the said part 2^d 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:

The North West fractional quarter of Section No one (1) Township Fourteen (14) Range Seventeen (17) less one (1) acre in North West Corner used as a Cemetery, in the County of Douglas and State of Kansas. Said fractional quarter containing one hundred and sixty-two (162) acres more or less and being east of the fifth Principal Meridian

with the appurtenances and all the estate, title and interest of the said part 2^d of the first part therein. And the said Emma L. Wright and Charles R. Wright 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 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 thirty-five hundred Dollars, according to the terms of one certain promissory note this day executed by the said Emma L. Wright and Charles R. Wright to the said part 2^d of the second part. Said note being given for the sum of thirty-five hundred Dollars, dated June 21st 1909 due and payable in one 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 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 thirty-five hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes 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 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 2^d of the second part, and all sums paid by the part 2^d of the second part for insurance, shall be due and payable or not at the option of the part 2^d of the second part; and it shall be lawful for the part 2^d 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 2^d 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 2^d of the second part 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 has hereunto set their hands and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

E S Hawk

Emma L. Wright

Charles R. Wright

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 21st day of June A. D. 1909, before me

E S Hawk a Notary Public in and for said County and State came Emma L. Wright and Charles R. Wright (Her husband)

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 (18) E S Hawk Notary Public

Filed for Record the 21 day of June A. D. 1909, at 1⁴⁰ o'clock P. M.

By Floyd L Lawrence Deputy. Register of Deeds.

This mortgage is subject to the original instrument and the mortgagee is not to be bound by the terms of this mortgage unless the same be recorded in the office of the Register of Deeds.

Recorded June 24, 1909
E S Hawk
Register of Deeds

(For assignment see Record 57 Page 233)