

COUPON MORTGAGE—HAWK DODSWORTH BOOK CO., LEAVENWORTH, KAN., NO. 1281

This Indenture, Made this thirty seventh day of December in the year of our Lord one thousand nine hundred and two between Priscilla Houdyshell and I. Houdyshell, her husband,

of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. Robinson

of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Four Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he vs old and by these presents do grant, bargain, sell and mortgage to the said part if 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 whole half of Lot number Fifty three (53) all of Lot number Fifty five (55) Fifty seven (57) Fifty nine (59) Sixty one (61) Sixty three (63) Sixty five (65) Sixty seven (67) Sixty nine (69) and Seventy one (71) on Main Street, and the south half of Lot number Fifty four (54) and all of Lot number Fifty six (56) Fifty eight (58) Sixty (60) Sixty two (62) Sixty four (64) Sixty six (66) Sixty eight (68) Seventy (70) and Seventy two (72) on Missouri Street all in Block No. Eleven 11 in that part of the City of Lawrence, known as West Lawrence, in Douglas County Kansas.

with the appurtenances and all the estate, title and interest of the said part is 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 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 Four Hundred Dollars,

according to the terms of One certain promissory note this day executed by the said Priscilla Houdyshell and I. Houdyshell to the said part if of the second part. Said note being given for the sum of Four Hundred Dollars, dated December 27<sup>th</sup> 1902 due and payable in Five 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 parties 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 Four 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 parties 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 if of the second part, and all sums paid by the part if of the second part for insurance, shall be due and payable or not at the option of the part if of the second part; and it shall be lawful for the part if 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 if 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 if making such sale on demand, to the said parties of the first part, their 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

D. H. CorcoranPriscilla Houdyshell (Seal)I. Houdyshell (Seal)State of Kansas, Douglas County, ss.BE IT REMEMBERED, That on this 27<sup>th</sup> day of December A. D. 190 2, before me D. H. Corcoran, a Notary Public in and for said County and State aforesaid,

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 Dec. 25<sup>th</sup> 1905 D. H. Corcoran Notary Public

Filed for Record the 27<sup>th</sup> day of Dec. A. D. 190 2 at 3<sup>30</sup> o'clock P. M.

By Ellis B. Johnson Deputy. L. M. Johnson Register of Deeds.

for Lord one thousand nine  
wife,

of the first part, and  
and

second part:

consideration of the sum of  
DOLLARS,  
grant, bargain, sell and  
and situated in the County

Thirty nine  
Lawrence,  
and first parties,

herby covenant  
and indefeasible estate of  
must all claims whatsoever.

Dollars,  
of the second part. Said  
Dollars,

date hereof, with interest  
shall be void if such  
the first part hereby agree  
remises insured in favor of  
DOLLARS,

curring penalties, interests  
and costs  
described premises, and shall  
at interest thereon, or the  
the whole principal of said  
may have been paid by the  
or not at the option of the

ators and assigns, at any  
hereby waived or not at the  
g from such sale to retain  
making such sale, and the  
ch part, their,

al the day and year last

h/f (Seal)

h/f (Seal)

A. D. 190 2, before me

of the same.

written.

Notary Public

M.

man's  
Register of Deeds.

This conveyance is endorsed on the original instrument. The note herein described being a promissory note in full this mortgage is hereby released and the law hereby created discharged. Witness my hand this 27<sup>th</sup> day of Dec. 1902.

Recorded Mar. 2, 1904.  
L. M. Johnson  
Register of Deeds.