

# MORTGAGE RECORD No. 40.

421

COUPON MORTGAGE - SAME FOR NORTH FOR TO EAST NORTH, E.S., No. 1744

This Indenture, Made this Fifth day of May in the year of our Lord one thousand nine hundred and Three between Solomon Kauffman and Melissa J. Kauffman his wife and Arthur B. Kauffman only sons of Melissa J. Kauffman and Margaret Kauffman his wife of Lewin in the County of Douglas and State of Kansas, of the first part, and Minnie Burklee of the second part:

Witnesseth, That the said parties 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 party of the second part, her 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 West Ninety 90 feet of Lot Number One Hundred Twenty-six 126 on Kentucky Street in the City of Lawrence Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 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 Fifteen Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Solomon Kauffman and Melissa J. Kauffman to the said party of the second part. Said note being given for the sum of Fifteen Hundred Dollars, dated May 5th 1903 due and payable in Five years from date thereof, 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 Fifteen Hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all 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 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their 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 parties of the second part, their 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 parties of the second part making such sale on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

Solomon Kauffman  
Melissa J. Kauffman (SEAL)  
Arthur B. Kauffman (SEAL)

State of Kansas, Douglas County, ss. Margaret Kauffman

BE IT REMEMBERED, That on this 6th day of May A. D. 1903, before me A. H. Gorse a Notary Public in and for said County and State came Solomon Kauffman and Melissa J. Kauffman 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 Jan 26th 1905 A. H. Gorse Notary Public

State of Kansas County of Douglas ss. Be it Remembered That on this 6th day of May A.D. 1903 before me the undersigned Notary Public in and for said County and State came the said Solomon Kauffman and Margaret Kauffman his wife who are personally known to me to be the identical persons described in and who executed the foregoing Mortgage and duly acknowledged the execution of the same by their voluntary act and deed. In Testimony Whereof I have hereunto set my hand and affixed my official seal on the day just above written.

Edward A. Mueller  
Notary Public

My commission expires December 31st 1904  
Recorded May 11th A.D. 1903 at 10 o'clock A.M.

W. A. Armstrong  
Register of Deeds

*The first Mortgage is contained on the original but instrument with this power. It is hereby acknowledged that the same is a mortgage and is hereby released and the lien thereby created is hereby acknowledged. Witness my hand this 10th day of May, 1904. Minnie Burklee*

*Recorded May 10th 1904. W. A. Armstrong Register of Deeds*