

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SALT SPRING HOUSE CO. REAL ESTATE BAY, No. 1711

This Indenture, Made this Nineteenth day of March in the year of our Lord one thousand nine hundred and thirteen between Thomas Lee and Eliza Lee his wife

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

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen 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 of 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 East half of Lot Number One (1) and Two (2) in Block Number Four (4) in Lane's First Addition to the City of Lawrence, Douglas County Kansas

The notes secured hereby are given as part purchase money for said premises
with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said

parties of the first part do hereby covenant and agree that at the delivery hereof they all 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 Eighteen Hundred Dollars, according to the terms of two certain promissory notes this day executed by the said

Thomas Lee and Eliza Lee to the said part of of the second part. Said notes being given for the sum of Nine Hundred Dollars Each Dollars, dated March 19th 1903 due and payable in One and One years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said notes 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 ees 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 accruing penalties, interests and costs, and insure the same at the expense of the part ees 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 ees of the second part, and all sums paid by the part ees of the second part for insurance, shall be due and payable or not at the option of the part ees of the second part; and it shall be lawful for the part ees 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 ees 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 ees 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

Thomas Lee (SEAL)
Eliza Lee (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 19th day of July A. D. 1903, before me W. F. March a Notary Public in and for said County and State came

Thomas Lee and Eliza Lee his 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 unsubscribed name and affixed my official seal on the day and year last above written.

My commission expires July 21st 1905 W. F. March Notary Public

Filed for Record the 1st day of July A. D. 1903, at 2:00 o'clock P. M.

By J. L. Lowman Deputy, A. W. Armstrong Register of Deeds.

Recorded March 19 1910
 The following mortgage was filed on the 19th day of March 1910
 and thereon recorded and the same was duly acknowledged
 by the parties thereto and the same was duly
 recorded on the 19th day of March 1910
 at Lawrence
 J. L. Lowman
 Register of Deeds