

MORTGAGE RECORD No. 40.

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COUPON MORTGAGE—BANK DOWNTOWN BOK CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this 12th day of March in the year of our Lord one thousand nine hundred 5 June between Susan G. Kelso a married woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and

T. M. McKee

of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Five Hundred DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said party 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:

Lot 120 and the South 15 feet of Lot 21 Block 5, Town 1st Addition to the city of Lawrence.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said

Susan G. Kelso

do hereby covenant

and agree that at the delivery hereof she is 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 she 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 Five Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Susan G. Kelso

to the said party of the second part. Said note being given for the sum of Five Hundred Dollars, dated March 12th 1905 due and payable in ten 10 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 party 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 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 party 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 five 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party of the second part making such sale on demand, to the said Susan G. Kelso, her heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Susan G. Kelso (SEAL)

C. G. Kelso (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 8th day of April A. D. 1905, before me J. H. Mitchell a Notary Public in and for said County and State came Susan G. Kelso and C. G. Kelso

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

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J. H. Mitchell

Notary Public

Filed for Record the 13 day of April A. D. 1905, at 2³⁰ o'clock P. M.

Edwin B. Armstrong Deputy.

A. W. Armstrong

Register of Deeds.

This mortgage is subject to the original instrument. The note herein described being first in full this mortgage being released and the principal of the same being paid. Witness my hand this 12th day of March 1905. T. M. McKee.

Recorded Mar 14th 1907. A. W. Armstrong, Register of Deeds.