

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SALT RIVER VALLEY TRUST CO., LEASING TRUST CO., No. 1024.

This Indenture, Made this 17 day of August in the year of our Lord one thousand nine hundred and six between Chas. Kuhn and Lida Kuhn (his wife)

of Leecompton in the County of Douglas and State of Kansas, of the first part, and J. R. Merideth of Leecompton, Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Hundred and Fifty. (\$550.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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 sixty five (65) feet of Lots numbered fifteen (15) and sixteen (16) and seventeen (17) and the strip fifteen (15) feet wide adjoining them on the east heretofore vacated off the west side of Jackson Street and the strip twenty five (25) feet wide, adjoining on the north heretofore vacated off of the south side of Woodson Avenue all in Block numbered forty (40) in the city of Leecompton, Kansas, according to the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said Chas. Kuhn and Lida Kuhn (his wife) do and 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 Five Hundred and Fifty (\$550.00) Dollars, according to the terms of a certain promissory note this day executed by the said Chas. Kuhn and

Lida Kuhn (his wife) parties of the first part, to the said part 2nd of the second part. Said note being given for the sum of Five Hundred and Fifty (\$550.00) Dollars,

dated August 16 1906 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 2nd 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 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 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 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not at the option of the

part 1st of the second part; and it shall be lawful for the part 2nd 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 2nd 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 2nd making such sale on demand, to the said part 2nd heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st 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

Chas. Kuhn (SEAL)
Lida Kuhn (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17 day of August A. D. 1906, before me D. Baughman a Notary Public in and for said County and State came

Chas. Kuhn and Lida Kuhn 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 June 6 1908 D. Baughman Notary Public

Filed for Record the 26 day of Sept. A. D. 1906, at 9¹⁵ o'clock A M.

By Eric E. Armstrong Deputy, A. W. Armstrong Register of Deeds.