

COUPON MORTGAGE—JAMES BOWEN BOOK CO., LEAVENWORTH, KAN., No. 17216

This Indenture, Made this 21<sup>st</sup> day of August in the year of our Lord one thousand nine hundred and say between George C. Foster and Blanche Foster his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and the Peoples State Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty five Hundred 00 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, its heirs and assigns forever, all that tract or parcel of land situated in the County of Donnell and State of Kansas, described as follows, to wit:

of <sup>Doniphan</sup> and State of Kansas, described as follows, to wit:

all of Lot-number four (4) Oread Heights, a sub-  
division of the South 250 feet of Block number  
Three (3) of Oread Addition to the City of Lawrence  
Kansas, <sup>situated</sup> described as 12.45 Louisiana Street  
Lawrence Kansas.

with the appurtenances and all the estate, title and interest of the said part <sup>1</sup>/<sub>4</sub> of the first part therein. And the said

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 Twenty five Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Parties of the first part, to the said part 2 of the second part. Said note being given for the sum of Twenty Five Hundred Dollars, dated August 21<sup>st</sup> 1906 due and payable in five years 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 2 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 Twenty Five Hundred DOLLARS,

in some insurance company satisfactory 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 part 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 upon 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part of the second part to the executors, administrators and assigns, at any time hereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal being waived or not at the option of the part of the second part to the 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 surplus, if any there be, shall be paid by the part of making such sale on demand, to the said parties of the first part.

IN TESTIMONY WHEREOF, The said part ~~ies~~ 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*

Geo. B. Foster, (SEAL)  
Blanche Foster, (SEAL)

State of Kansas, Franklin County, ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of August, A. D. 1906, before me  
Ic undersigned a Notary Public in and for said County and State came  
James O. Feter and Bessie Foster 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 January 26<sup>th</sup> 1910 E. J. Wilkey Notary Public

Filed for Record the 24 day of Aug A. D. 1906 at 5<sup>30</sup> o'clock A M

By *E. E. Armstrong* Deputy. *W. Armstrong* Register of Deeds.

Recorded Feb 25 1907  
J. & L. Lawrence  
Registrar of Lands.