

COUPON MORTGAGE

This Indenture, Made this 25<sup>th</sup> day of June in the year of our Lord, one thousand nine hundred and eight between Henry H. Usher a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and Julia Friend of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two thousand (\$2000.00) DOLLARS, to him 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, 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:

Lot number One (1) in Block Number Ten (10) in Lane Place, 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 Henry H. Usher does hereby covenant and agree that at the delivery hereof he 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 he 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 Two thousand (\$2000.00) Dollars, according to the terms of an certain promissory note this day executed by the said

Henry H. Usher to the said party of the second part. Said note being given for the sum of Two thousand (\$2000.00) Dollars, dated June 25<sup>th</sup> 1908 due and payable in five 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 Twenty five hundred (\$2500.00) 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 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 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, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby made for or not at the option of the party of the second part, 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 first part, making such sale on demand, to the said Henry H. Usher, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Henry H. Usher (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of June A. D. 1908, before me D. C. Usher a Notary Public in and for said County and State came Henry H. Usher a single man 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. 14 1912 D. C. Usher Notary Public

Filed for Record the 30 day of June A. D. 1908, at 11 o'clock A. M.

By Elie E. Armstrong Deputy.

A. W. Armstrong Register of Deeds.

This mortgage is confirmed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. At witness my hand this 25<sup>th</sup> day of June, A. D. 1908.

Notary Public for Douglas County, Kansas.

Recorded Sept 14, 1911  
Alfred L. Lawrence, Register of Deeds  
R. M. M. Connell, Deputy.