

Mortgage Record No. 46.

STANDARD FORM

COUPON MORTGAGE

This mortgage is deemed to have been duly recorded and the lien thereby created discharged. As witness my hand and seal this 1st day of July, 1905.

Recorded 1-2-12
 Frank E. Banks
 Register of Deeds

This Indenture, Made this 1st day of July in the year of our Lord, one thousand nine hundred Eight between James W. O'Byrne and Nora Lempson O'Byrne his wife of Laurance in the County of Douglas and State of Kansas, of the first part, and Ed Anderson of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of One Thousand DOLLARS, to them July paid, the receipt of which is hereby acknowledged, he sold and by these presents do grant, bargain sell and mortgage to the said part 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:

Begin at a point on the west line of Ohio street in the City of Lawrence 75 feet south of its intersection with the south line of James Street being the S.E. corner of land owned by Edgar L. Bailey; thence south along the west line of said Ohio street 25 feet to the north east corner of land owned by Frank W. Blackman; thence west along the north line of said land Blackman 125 feet thence north parallel with said Ohio street 75 feet to the land of said Bailey; thence east along the south line of the land of said Bailey 125 feet to the place of beginning in the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said James W. O'Byrne do o.p. 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 indefensible 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 One Thousand Dollars, according to the terms of one certain promissory note this day executed by the said James W. O'Byrne and wife Nora Lempson O'Byrne to the said part of the second part. Said note being given for the sum of One Thousand Dollars, dated July 1, 1905 due and payable in Five Monthly installments each 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 is 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 One 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 is 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 part is of the second part, and all sums paid by the part is of the second part for insurance, shall be due and payable or not at the option of the part is of the second part; and it shall be lawful for the part is 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 is of the second part, and he 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 is of the second part on demand, to the said James W. O'Byrne heirs and assigns.

IN TESTIMONY WHEREOF, The said part is 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
R. W. Morrison

James W. O'Byrne (SEAL)
Nora Lempson O'Byrne (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of July A. D. 1905, before me Frank E. Banks a Notary Public in and for said County and State came James W. O'Byrne and Nora Lempson O'Byrne 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 Jul. 8th 1910 Frank E. Banks Notary Public

Filed for Record the 2 day of July A. D. 1905, at 9:30 o'clock A.M.

By Edw. E. Anderson deputy W. Armstrong Register of Deeds.

This following is enclosed on the original instrument
 Note: above is given full paid in full, this mortgage
 to the extent of the above.