

COUPON MORTGAGE - PAYABLE AT THE OPTION OF THE MORTGAGEE

This Indenture, Made this 1st day of June in the year of our Lord, one thousand nine hundred and nine between Edward J. Kilkey and Ada R. Kilkey of Lawrence in the County of Douglas and State of Kansas, of the first part, and Luther A. Lewis of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand and 00/100 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 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:

Lot numbered, One hundred Fifty One on Kentucky Street, in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do 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 One Thousand 00/100 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 of the second part. Said note being given for the sum of One Thousand 00/100 Dollars, dated June 1st 1909 due and payable in three years of thirty dollars 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 parties 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 00/100 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 parties 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 ten 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 parties of the first part of the second part, and all sums paid by the parties of the first part of the second part for insurance, shall be due and payable or not at the option of the parties of the first part of the second part; and it shall be lawful for the parties of the first part 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, applicable to the sale of real estate and the proceeds of the sale of the parties of the first part 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 parties of the first part of the second part making such sale on demand, to the said parties of the first part or his heirs and assigns.

IN TESTIMONY WHEREOF, The said parties 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

Edward J. Kilkey (SEAL)
Ada R. Kilkey (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd day of June A. D. 1909, before me the undersigned, a Notary Public in and for said County and State came Edward J. Kilkey, and Ada R. Kilkey, 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 October 26 1911 (LS) John W. Beard Notary Public

Filed for Record the 2nd day of June A. D. 1909, at 2:50 o'clock P.M.

By Floyd L. Lawrence Deputy. Register of Deeds.

(No following is indorsement on the original instrument)
 When the parties described herein being bound in full this mortgage
 is being released and the parties thereto are at each other's head
 as shown my hand, this 19th day of June 1910
 Floyd L. Lawrence
 Register of Deeds

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