

COUPON MORTGAGE - PAYABLE TO THE ORDER OF THE MORTGAGEE

This Indenture,

Made this 14th day of June in the year of our Lord, one thousand nine hundred and ninebetween The Lawrence Water Company, a corporation of Lawrence in the County of Douglas and State of Kansas, of the first part, and Ralph Bergman of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Three Thousand (\$3000.00) DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth grant, bargain sell and mortgage to the said party 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 north one-half of lot number thirty (30) on Massachusetts Street in the city of Lawrence with all the appurtenances and all the estate title and interest of the said party of the first part. This mortgage is given to secure a part of the purchase price of said Real Estate in the deed of conveyance from Fannie Bergman, Ralph Bergman, and Louis Bergman and wife to Charles F. Street, which deed is of even date herewith

with the appurtenances and all the estate title and interest of the said part of the first part therein. And the said The Lawrence Water Company, doth hereby covenant and agree that at the delivery hereof it 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 it 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 Three Thousand (\$3000.00) Dollars, according to the terms of one certain promissory note this day executed by the said

The Lawrence Water Company to the said party of the second part. Said note being given for the sum of Three Thousand (\$3000.00) Dollars, dated June 14th, 1909 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 Three Thousand (\$3000.00) 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 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 party making such sale on demand, to the said The Lawrence Water Company and assigns.

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

Signed, Sealed and Delivered in Presence of

The Lawrence Water Company
By C. F. Street President (SEAL)
attest Harold F. James Secretary (SEAL)

State of New York, County of New York, ss.

BE IT REMEMBERED, That on this 24 day of June A. D. 1909, before me

a Notary Public in and for said County and State came Charles F. Street President of the Lawrence Water Company, a corporation, who is 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 March 31, 1911 (L.S.) Katherine J. Wostenkyhe Notary Public
By yc.

Filed for Record the 3 day of July A. D. 1909, at 3³⁵ o'clock P. M.

By Floyd L. Lawrence Register of Deeds.
State of New York, County of New York ss. I, Peter J. Dooling Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record do hereby certify that Katherine J. Wostenkyhe whose name is subscribed to the certificate is the proof on the acknowledgment of the annexed instrument, and F

This Indenture is returned on the official testimony of the Notary Public herein recorded having been put in full, this mortgage is hereby released and the fee hereby created discharged. As witness my hand and seal this 24th day of June, 1909.

Lawrence National Bank, Lawrence, Kan.
By Wm. H. Carter Cashier
Dec 14th 1909
Lawrence, Kan.
(For assignment see Book 57 Page 370)

*Thereto written, was at the time of making such proof on acknowledgment, a Notary Public in and for the County of New York, residing in the said County, who is personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.