

COUPON MORTGAGE

This Indenture, Made this 24th day of July in the year of our Lord, one thousand nine hundred & nine, between Henry B. Wair and Josephine Wair, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. H. Tucker of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred fifty & 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 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:

Lot No. Forty-seven (47) on New York Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Henry B. Wair and Josephine Wair, his wife do hereby covenant and agree that at the delivery hereof they are 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 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 Two hundred fifty 00/100 Dollars, according to the terms of one certain promissory note this day executed by the said Henry B. Wair and Josephine Wair, his wife to the said party of the second part. Said note being given for the sum of Two hundred fifty & 00/100 Dollars, dated Lawrence, Kansas July 24, 1909 due and payable in ten coupons of eight & 00/100 release each years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and therein 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 Four hundred 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 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 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 parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, Sealed and Delivered in Presence of

Henry B. Wair (SEAL)
Josephine Wair (SEAL)
State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 24th day of July A. D. 1909, before me A. F. Filim a Notary Public in and for said County and State came Henry B. Wair and Josephine Wair, his wife, to me personally known to be the same persons 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 April 10th 1911 A. F. Filim Notary PublicFiled for Record the 24th day of July A. D. 1909, at 3:21 o'clock P. M.By Floyd L. Lawrence Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 24th day of July 1909 Henry B. Wair Josephine Wair

ATTEST:
Geo. E. Legal
Register of Deeds

(For Assignment See Book 5 Page 360)