

Mortgage Record No. 46.

COUPON MORTGAGE - when not on the first page, the first page of the mortgage must be filed in full, this must be in the original instrument.

This Indenture, Made this first day of May in the year of our Lord, one thousand nine hundred and nine between Willis K. Folks and Emma V. Folks, husband and wife, of Douglas in the County of Edw. E. Brown and State of Kansas, of the first part, and of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of seventeen hundred 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 ninety-seven (97) Kentucky Street 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 Willis K. Folks and Emma V. Folks do hereby covenant and agree that at the delivery hereof, 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 are 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 seventeen hundred Dollars, according to the terms of seven certain promissory notes this day executed by the said

Willis K. Folks to the said party of the second part. Said note being given for the sum of seventeen hundred Dollars, dated May 1st 1909 due and payable in three 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 Eight hundred (\$500) 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 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 Willis K. Folks heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Willis K. Folks (SEAL)

Emma V. Folks (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of May A. D. 1909, before me E. C. Brownmeyer a Notary Public in and for said County and State came Willis K. Folks and Emma V. Folks 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 Dec 26th 1910 E. C. Brownmeyer Notary Public

Filed for Record the 25th day of June A. D. 1910, at 2:40 o'clock P.M.

W. H. McKim Deputy

Floyd L. Lawrence
Registrar of Deeds.

COUPON MORTGAGE

The note herein described on the original instrument is hereby released and the lien hereby created discharged. As witness my hand and seal this 24th day of May, A. D. 1911.

Recorded May 2, 1911
Floyd L. Lawrence
Notary Public for Kansas

for assignment, see Book 141
Page 141
By H. Brownmeyer, Notary Public for Kansas

The following is referred to in the original instrument:
The note herein described on the original instrument is hereby released and the lien hereby created discharged. As witness my hand and seal this 24th day of May, A. D. 1911.
Recorded May 2, 1911
Floyd L. Lawrence
Notary Public for Kansas