

COUPON MORTGAGE—Journal Co. Printers—Hunters and Hunt Book-Makers—Lawrence, Kansas

This Indenture, Made this Tenth day of April in the year of our Lord, one thousand nine hundred and Eleven between J. R. Woodward and Martha E. Woodward his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. J. Hilkey of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven 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 part 2d 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:

All of Lots Numbered Forty-two (42) & Forty-three (43) on the South side of Oak Street, also Lots Numbered One (1) Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) & Eight (8) on the North side of Oak Street & South side of Walnut Street, all in Simpson's Subdivision, in that part of the City of Lawrence formerly known as North Lawrence

with the appurtenances and all the estate, title and interest of the said part 2d of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they 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 Seven Hundred & 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 2d of the second part. Said note being given for the sum of Seven Hundred & 00/100 Dollars, dated April 10th 1911 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 part 2d 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 Seven Hundred & 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 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the 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, appraisement hereby waived or not at the option of the part 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 part making such sale on demand, to the said Parties of the first part or their 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

J. R. Woodward (SEAL)
Martha E. Woodward (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of April A. D. 1911, before me Edward Hilkey a Notary Public in and for said County and State came J. R. Woodward and Martha E. Woodward, 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 10 1913 J. A. Wood Notary Public

Filed for Record the 24 day of April A. D. 1911, at 30 o'clock A.M.

By Floyd L. Lawrence Deputy Register of Deeds.

This instrument is returned on the official Register of Deeds, and the sale herein described having been paid for full May 12, 1911, in the office of the Register of Deeds, and the same has been duly created and discharged. As witness my hand this day of May, 1911.

Notary Public

Recorded March 15, 1916

Floyd L. Lawrence

Register of Deeds

For assignment see Book 54 Page 310
For Release see Book 57 Page 322

(For assignment see Book 54 Page 310)
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