

COUPON-MORTGAGE

This Indenture, Made this First day of May in the year of our Lord one thousand nine hundred eleven between Frederick M. Bennett and Alice M. Bennett, 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:

Ten hundred Witnesseth, That the said parties of the first part, in consideration of the sum of Ten 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 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:

Fifty feet off of the North side of Lot Two (2) Block Eight (8) in Oread addition to the City of Lawrence, Kansas, according to the plat on file in the office of the Register of Deeds of said County, more particularly described as follows:- Beginning at the North East corner of said lot Two (2) Block Eight (8) thence running West along the North line of said lot to the North West corner of said Lot Two, thence South of the West line of said lot fifty feet, thence East on a line parallel with the North line of said lot to the West line of Oread Avenue, thence on said line of the Avenue in a Northeasterly direction to the point of beginning.

with the appurtenances and all the estate title and interest of the said parties 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 Ten hundred Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said parties of the second part. Said note being given for the sum of Ten hundred Dollars, dated May 1st, 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 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 Ten 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 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 second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not at the option of the parties of the second part; and it shall be lawful for the parties 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 parties 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 parties of the first part, 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 hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Frederick M. Bennett (SEAL)
Alice M. Bennett (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of May A. D. 1911, before me A. J. Flann a Notary Public in and for said County and State came Frederick M. Bennett and Alice M. Bennett, 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 1915 A. J. Flann Notary Public

Filed for Record the 1st day of May A. D. 1911, at 10⁴⁰ o'clock A. M.

By Floyd L. Lawrence Deputy Register of Deeds.

(For assignment see Book 54, Page 310)
(For Release see Book 57, Page 322.)