

MORTGAGE RECORD No. 40.

COUPON MORTGAGE—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN. No. 1011

This Indenture, Made this Twelfth day of April in the year of our Lord one thousand nine hundred and one between Edward A. Pearson and Frances A. Pearson his wife

of Lamar in the County of Douglas and State of Kansas, of the first part, and

Witnesseth, That the said part *five* of the first part, in consideration of the sum of *Five hundred* DOLLARS.

to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and
mortgage to the said part y 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 number fifty eight (58), on Rhode Island Street in the City of Lawrence Douglas County Kansas, according to the plat of said City.

with the appurtenances and all the estate, title and interest of the said part ix of the first part therein. And the said

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 Five hundred Dollars according to the terms of Paul certain promissory note this day executed by the said

Edward C. Pearson and Francis J. Pearson to the said part y of the second part. Said note being given for the sum of Two hundred Dollars dated April 6th 1911 due and payable in Two year 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 us 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 Two hundred DOLLARS

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and all accruing penalties, interest 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 be a lien thereon to the rate of 10 cents per annum. But if default be made in such payment, or any part thereof, or interest thereon, or on 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 two 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 two 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 balance, if any there be, shall be paid by the part of making such sale on demand, to the said parties of the first part two heirs and assigns.

IN TESTIMONY WHEREOF, The said part is of the first part has ^{of} herunto set their hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

L. H. Corcoran _____ Edward A. Pearson (SEAL)
Francis A. Pearson (SEAL)


State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 6th day of April, A. D. 1901, before me

L.H. Conner a Notary Public in and for said County and State came Laurant C. Carlson
and Frances C. Carlson 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 Jan 26th 1905  L. H. Corral Notary Public

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Filed for Record the 8th day of April A. D. 1901, at 2 o'clock P.M.

By Will B. Schuman Deputy. E. J. Roman Register of Deeds.

The following is Endorsed on the original Instrument:

The note herein described having been paid in full, this mortgage is hereby
Bred. & P. 23rd 1904. And the lien thereby created discharged as witness my hand.

W. Armstrong, this Eighteenth day of October, A.D. 1904.
Robert W. Malone.

Register of Breeds,

[illegible]