

COUPON MORTGAGE—SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN., NO. 1234

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

to himself duly paid, the receipt of which is hereby acknowledged, he ^{has} sold and by these presents do grant, bargain, sell and mortgage to the said part of 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:

The west half of the south west quarter of section number eight, in Township number twelve N South of Range number Twenty so East of the Fifth 6th Principal Meridian, and containing eighty 80 acres according to Government Survey.

with the appurtenances and all the estate, title and interest of the said part 122 of the first part therein. And the said _____

and the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said _____ 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 Three Thousand Dollars, according to the terms of a five certain promissory note, this day executed by the said

Ellis S. Eastman and Stella M. Eastman to the said part 4 of the second part. Said
 note being given for the sum of Three Thousand Dollars,
 dated October 1st 1901 due and payable in Five years from date thereof, 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 4 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 Five hundred DOLLARS.

in any insurance company satisfactory to said mortgagee, in default whereof the said mortgagors may pay the taxes and the accruing penalties, interests and costs, and insure the same at the expense of the part 1/4 of the first part, and the expense of said tax and insuring 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 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 1/4 of the second part, and all sums paid by the part 1/4 of the second part for insurance, shall be due and payable or not at the option of the part 1/4 of the second part; and it shall be lawful for the part 1/4 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 1/4 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 1/4 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

D. H. Corcoran

Ellis S. Eastman

(SEAL)

Stella M. Eastman

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 13th day of October A. D. 190/ , before me

L. H. Corcoran

A Notary Public in and for said County and State came

A. D. 190/ , before me

Ellis S. Eastman and Stella M. Eastman 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 26 1905  J. H. Corser Notary Public

Filed for Record the 25th day of Oct. A. D. 1904, at 10⁴⁰ o'clock A. M.

By Lillie B. Lohman Deputy, L. B. Lohman Register of Deeds.

[illegible]