

COUPON MORTGAGE—MADE BY CARROLL BROS CO, LEAVENWORTH, KAN., No. 1204

This Indenture, Made this Twelfth day of December in the year of our Lord one thousand nine hundred and one between Anthony Sutz, a single man

of Big Springs, Mo. in the County of Douglas and State of Kansas, of the first part, and P. Maria Grovenor

of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of One hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, her 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:

Part of Lot Two & in Section Thirty five 35 Township Eleven N Range Twenty 17 East of the Sixth P.M. Big Spring at the south west corner of said Lot Two & section Thirty five 35 North on west line of said Lot Two & to the right of Hay lots taken for the Lawrence and Topeka Railway Co. thence easterly along south line of said right of way thirty five 65 Rods, thence south to the south line of said Lot Two & thence west sixty five 65 Rods to the place of beginning, containing Eighteen & 1/100 18 1/100 Acres more or less in Douglas County, Kans.

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

party of the first part

do hereby covenant

and agree that at the delivery hereof he is 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 he 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 One hundred and fifty Dollars, according to the terms of one certain promissory note this day executed by the said

Anthony Sutz

to the said part y of the second part. Said

note being given for the sum of One hundred and fifty Dollars,

dated December 12 1901 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 y 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 One hundred and fifty 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y of the second part her 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 y of the second part her 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 surplus, if any there be, shall be paid by the part y making such sale on demand, to the said party of the first part, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

R. H. Corcoran

Anthony Sutz

(SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16 day of January A. D. 1902, before me

R. H. Corcoran

a Notary Public in and for said County and State came

Anthony Sutz, a single man

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 subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Jan. 26 1905 R. H. Corcoran Notary Public

Filed for Record the 16 day of Jan. A. D. 1902 at 5 o'clock P. M.

By Lillie B. Chapman Deputy.

L. B. Chapman Register of Deeds.

our Lord one thousand nine hundred and

of the first part, and

he second part:

consideration of the sum of Twenty seven DOLLARS, grant, bargain, sell and land situated in the County

herely covenant

and indefeasible estate of

against all claims whatsoever.

Dollars,

of the second part. Said

Dollars,

in date hereof, with interest

if the first part hereby agree

premises insured in favor of

DOLLARS,

accruing penalties, interests

and costs, and shall

interest thereon, or the

the whole principal of said

may have been paid by the

or not at the option of the

strators and assigns, at any

hereby waived or not at the

from such sale to retain

making such sale, and the

is his

the day and year last

(SEAL)

(SEAL)

A. D. 1902, before me

of single

on of the same.

written.

Notary Public

M.

Register of Deeds.

The following is a copy of the original mortgage instrument recorded having been paid in full this mortgage is hereby released and the same hereby created thereupon is the true and correct copy of the same as shown by the records of the County of Douglas, Kansas.

Recorded Oct 25 1907
Floyd L. Lawrence
Register of Deeds