

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

This Indenture, Made this Ninth day of April in the year of our Lord one thousand nine

hundred Six between J. J. Clark & Edith W. Clark, husband and wife
of Osage in the County of Osage and State of Kansas, of the first part, and
R. W. Barry. of the second part:

Witnesseth, That the said part *is* of the first part, in consideration of the sum of *One Thousand* 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 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 North Half (1/2) of the South East Quarter of
Section Ten (10), Township Fifteen (15) Range Eighteen (18)
East of the 6th. P.M.

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

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 One Thousand Dollars, according to the terms of One certain promissory note this day executed by the said _____

According to the terms of said first and second promissory notes, the said part of the first part of the said part of the second part. Said parties of the first part to the said part of of the second part. Said note being given for the sum of \$ 1000.00. One Thousand Dollars, dated April 9th 1906. due and payable in one year year 5 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 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 mortgage, in the sum of \$ 250.00 DOLLARS.

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and and accruing penalties, interests and costs, and income taxes, and the expense of the part of of the first part, and the expense of such taxes and accruing penalties, interests and costs, and income taxes, and the expense of the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall be paid by the mortgagor, and the interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest 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 mortgagor, shall be paid by the mortgagor, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of of the second part his 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 of the second part his 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 expenses, if any there be, shall be paid by the part of of the second part making such sale on demand, to the said

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hand & seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

T. J. Clark. (SEAL)
Edith A. Clark. (SEAL)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 9th day of April A. D. 1906, before me
the undersigned a Notary Public in and for said County and State came T. J. Clark
and Edith C. Clark husband and wife

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 12th 1906. U.S. M. E. Wile Notary Public

Filed for Record the 12th day of April A. D. 1906, at 9²⁰ o'clock A. M.

By _____ Deputy. Register of Deeds.

Myself being a descendant of the original inventors of the late system of covering, having been present in full this morning in court, I have been duly sworn to give evidence, in which I have not aged before the Court. D.D. 1908.
(as Witness my hand this 10th day of October, 1908.)
P. M. Barry.

Recorded Oct 23rd 1908.
W. H. Greenbury,
Register of Deeds.