

COUPON MORTGAGE—SAML. EDWARDS & SONS CO., LEAVENWORTH, KAN., No. 1204.

four Lord one thousand nine

Kansas, of the first part, and

the second part:

consideration of the sum of

DOLLARS,

grant, bargain, sell and

land situated in the County

Quartermaster of
Army (28)

herely covenant

and indefeasible estate of

against all claims whatsoever.

Dollars,

of the second part. Said

Dollars,

on date hereof, with interest

of the first part hereby agree

premises insured in favor of

DOLLARS,

accruing penalties, interests

penalties, interests and costs

described premises, and shall

interest thereon, or of the

the whole principal of said

may have been paid by the

or not at the option of the

administrators and assigns, at any

time waived or not at the

proceeding from such sale to retain

of making such sale, and the

seal the day and year last

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This Indenture, Made this Seventh day of March in the year of our Lord one thousand nine hundred and Six between C. W. McFarland & Nellie McFarland (wife) Battie Scherer (C. C. Scherer's daughter) & Nellie K. McFarland being the sole heirs of J. W. McFarland deceased of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Granville Yeager

Witnesseth,

That the said part of the first part, in consideration of the sum of Twelve 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, he 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:

Acres Twenty eight (28) and Eighty (80) on New Hampshire Street in Lawrence Douglas County Kansas.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said C. W. McFarland, Nellie McFarland, Battie Scherer, C. C. Scherer, Nellie K. McFarland

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 encumbrances, 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 Twelve 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 part of the second part. Said

note being given for the sum of Twelve hundred Dollars,

dated March 7th 1906 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 there 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 mortgagee, in the sum of Twelve hundred 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 costs, and insure the same at the expense 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 a 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 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, 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 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 of the second part, his making such sale on demand, to the said C. W. McFarland, his

heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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

Battie Scherer (Seal)

Nellie K. McFarland (Seal)

C. W. McFarland (Seal)

Nellie K. McFarland (Seal)

C. C. Scherer (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 7th day of March A. D. 1906, before me

John M. Newlin a Notary Public in and for said County and State came Battie Scherer, Nellie

K. McFarland, C. W. McFarland & Nellie K. McFarland

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 April 11th 1907 John M. Newlin Notary Public

Filed for Record the 17th day of April A. D. 1906, at 10 o'clock P. M.

By John C. Armstrong Deputy. John C. Armstrong Register of Deeds.

Subscribed and sworn to before me this 17th day of April A. D. 1906, before me Robert Asherson a

Notary Public in and for the Province of Saskatchewan, came John C. Armstrong to me personally known to be the same person who

executed the within instrument of writing and duly acknowledged the execution of the same. In Witness Whereof

I have hereunto subscribed my name, affixed my official seal on the day year last above written.

My commission expires last day of life Robert Asherson Notary Public in and for the

Province of Saskatchewan.

and said Robert Asherson