

COUPON-MORTGAGE

This Indenture, Made this 22^d day of April in the year of our Lord, one thousand nine hundred Eight between Julia C. Kerns and A. Frank Kerns her husband of Decatur in the County of Douglas and State of Kansas, of the first part, and Harrison Sheple of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Hundred 700 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 party 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: Beginning at a point 204 ft. south of the N.W. cor. of the S.E. 1/4 of Sec. 12, Twp. 22 N., R. 12 E., Range 17 E., thence South 28 1/2 ft. to the South East corner of the section and Lawrence middle road 192 ft. thence East 64 ft. hence west 770 ft. to the beginning, containing 15 acres more or less. Also beginning at a point 204 ft. South of the N.W. cor. of the S.E. 1/4 of Sec. 12, Twp. 22 N., R. 12 E., Range 17 E. thence west 823 ft. thence South 1154 ft. to W. M. Hills north line, thence East 233 ft. thence South along Lawrence road 1154 feet to the place beginning, containing 25 acres more or less.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Julia C. Kerns and A. Frank Kerns 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 Twelve Hundred 700 Dollars, according to the terms of their certain promissory note this day executed by the said Julia C. Kerns and A. Frank Kerns to the said party of the second part. Said note being given for the sum of Twelve Hundred 700 Dollars, dated April 22 - 1908 due and payable in Three 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 parties 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 700 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 party 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party of the second part making such sale on demand, to the said first parties 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

W. B. East

Julia C. Kerns

A. Frank Kerns

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of April A. D. 1908, before me

Jella W. Sliff a Notary Public in and for said County and State came Julia C. Kerns and A. Frank Kerns her husband 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 July 10 - 1913 Jella W. Sliff Notary Public

Filed for Record the 5 day of May A. D. 1908, at 8:00 o'clock A.M.

By Chas. E. Armstrong Deputy. Chas. E. Armstrong Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 29 day of April A. D. 1908
Harrison Sheple
W. B. East

Recorded May 4 1908
Floyd & Lawrence
Register of Deeds