

COUPON MORTGAGE - Journal of the Farmers, Merchants and Street Bank, Valley, Lawrence, Kansas

This Indenture, Made this twelfth day of May in the year of our Lord, one thousand nine hundred and eight, between Ophelia C. Hawkins and B. M. Hawkins her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Charles E. Varnum of the same place of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred and fifty 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, 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:

Commencing at a point twenty-five (25) feet south of the north line of the south east quarter of section No. thirty-six (36) in Township 26 North (26) South of Range 20 West 10 East and distant six hundred and fifty (650) feet west from the west side of Mississippi street in the City of Lawrence, thence running west one hundred and twenty-seven (127) feet thence south one hundred (100) feet thence east one hundred and twenty-seven (127) feet thence North one hundred (100) feet to the place of beginning

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Seven hundred and fifty 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 Seven hundred and fifty Dollars, dated May - 12th 1908 due and payable in Seven and one half 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 Eight hundred 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 parties of the first part, and the expense of such taxes and accruing penalties, interests and costs, shall be paid by the parties of the first part, 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 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 to execute, 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, 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 on demand, to the said parties of the first part 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

Mrs. Ophelia C. Hawkins (SEAL)
B. M. Hawkins (SEAL)

State of Kansas, Douglas County, ss.

BE, IT REMEMBERED, That on this 12th day of May A. D. 1908, before me

Joseph E. Riggs a Notary Public in and for said County and State came Ophelia C. Hawkins and B. M. Hawkins her husband, to me personally known to be the same persons 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 March 27th 1910 Joseph E. Riggs Notary Public

Filed for Record the 16 day of May A. D. 1908, at 4 o'clock P. M.

By Eric E. Armstrong Deputy. Al W. Armstrong Register of Deeds.

COUPON MORTGAGE

Recorded Oct 21 1910
The note herein secured being kept in the office of the
Hawkins, Mrs. Ophelia C., at the City of Lawrence, Kansas.
Witness: Mrs. Ophelia C. Hawkins, at the City of Lawrence, Kansas.
Registered for Record.
Lloyd L. Lawrence

Charles E. Varnum

In consideration of the within mortgage
made by Ophelia C. Hawkins, B. M. Hawkins her husband