

COUPON MORTGAGE Journal Co. Printers, Kansas City, Mo.

**This Indenture,** Made this Ninth day of November in the year of our Lord, one thousand nine hundred and Eight between Joseph U. Fry and Esther E. Fry (husband and wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Merchants Loan & Savings Bank of the second part:

Seven Hundred Dollars, Witnesseth, That the said parties of the first part, in consideration of the sum of Seven 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 party of the second part, their 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:

Lot number One Hundred and Seventy Six (176) on Connecticut Street in the City of Lawrence County of Douglas and State of Kansas.

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 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 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 Dollars, according to the terms of one certain promissory note this day executed by the said Joseph U. Fry and Esther E. Fry to the said parties of the second part. Said note being given for the sum of Seven Hundred Dollars, dated November Ninth 9-1908 due and payable in Five years 2400 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 Seven 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, 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, or his administrator, 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, and the proceeds of such sale, 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 first part making such sale on demand, to the said Parties of the first part 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

Joseph U. Fry (SEAL)  
Esther E. Fry (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 9th day of November, A. D. 1908, before me C. G. Hawk a Notary Public in and for said County and State came Joseph U. Fry and Esther E. Fry (husband and wife) 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 October 13 1909 C. G. Hawk Notary Public

Filed for Record the 12 day of Nov, A. D. 1908, at 9:10 o'clock A. M.

By Elie E. Armstrong Deputy. W. Armstrong Register of Deeds.

This note has been described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. As witness my hand this 10th day of November 1908.  
John H. Whitte  
Notary Public

Recorded May 10 1912  
Joseph U. Lawrence  
Register of Deeds