

## Mortgage Record No. 46.

COUPON MORTGAGE - Journal for Printers, Binders and Blank Book Makers - Lawrence, Kansas

This Indenture, Made this 30<sup>th</sup> day of December in the year of our Lord one thousand nine hundred & Eight between Charles E. Penney and Ethel J. Penney (Husband and Wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. V. Snyder & Maude E. Snyder of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred (\$200.00) 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 Seven (7) in Sinclair's Subdivision in the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said Charles E. Penney & Ethel J. Penney do hereby covenant and agree that at the delivery hereof they 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 Two Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Charles E. Penney and Ethel J. Penney to the said party of the second part. Said note being given for the sum of Two Hundred Dollars, dated December 30<sup>th</sup> not due and payable in Five year from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons hereto 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 Four 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 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, 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 their 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 their 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 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

C. E. Hawk

Charles E. Penney - (SEAL)  
Ethel J. Penney - (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30<sup>th</sup> day of Dec, A. D. 1908, before me C. E. Hawk a Notary Public in and for said County and State came Charles E. Penney and Ethel J. Penney (Husband and Wife) 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 Oct. 13<sup>th</sup> 1909 C. E. Hawk Notary PublicFiled for Record the 30<sup>th</sup> day of Dec, A. D. 1908, at 11<sup>20</sup> o'clock A.M.By Eric C. Armstrong Deputy. W. C. Armstrong Register of Deeds.

COUPON MORTGAGE

The following is endorsed on original mortgage  
 and is hereby acknowledged by said parties in full this mortgage  
 is hereby released and the parties thereto discharged  
 Witness my hand this 26<sup>th</sup> day of February A.D. 1909  
H. V. Snyder  
Maude E. Snyder

Recorded Feb'y 28 1910  
 Lloyd L Lawrence  
 Register of Deeds.

The following is endorsed on the original mortgage  
 and is hereby acknowledged by said parties in full this mortgage  
 is hereby released and the parties thereto discharged  
 Witness my hand this 26<sup>th</sup> day of February A.D. 1909  
H. V. Snyder  
Maude E. Snyder

Recorded July 6<sup>th</sup> 1909  
 Lloyd L Lawrence  
 Register of Deeds.