

~~COUPON MORTGAGE - Imperial Co. Printers: Binders and Blank Book Makers - Lawrence, Kansas~~

of Marion Township in the County of Douglas and State of Kansas, of the first part, and  
John M. Hart of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One thousand \$1,000 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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 Leavenworth and State of Kansas, described as follows to wit:

The West half (1/2) of the South West quarter (1/4) of  
Section No Twenty six Township Twelfth (17) of Range  
Eighteen (18) East of the 6th P. M. and containing 80  
acres more or less

with the appurtenances and all the estate, title and interest of the said part 1st 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 One thousand Two Dollars, according to the terms of one certain promissory note this day executed by the said two of the first part

note being given for the sum of One Thousand \$1000 Dollars,  
dated March 31 1907 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 thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, ~~as is~~ is hereinafter specified. And the said parties ~~of the~~ 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 \_\_\_\_\_ DOLLARS, in any 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~~ the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the date hereof 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 such payment, or any part thereof, 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 ~~of the~~ it shall be lawful for the party ~~of the~~ the second part ~~the~~ its executors, administrators or 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~~ the second part ~~the~~ its 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~~ 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 hands and seal the day and year last above written.

*Signed, Sealed and Delivered in Presence of*

J B Meyer (SEAL)  
Mary J Meyer (SEAL)

State of Kansas. *Case* County, ss.

BE IT REMEMBERED, That on this first day of March A. D. 1909, before me  
J. A. Kessler a Notary Public in and for said County and State came F. B. Meyer and  
Mary J. Meyer his 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 June 23 1911 LS JA Keeler Notary Public

Filed for Record the 3 day of March A. D. 1909, at 9<sup>20</sup> o'clock A. M.  
By \_\_\_\_\_ Deputy. Floyd L Lawrence  
Register of Deeds

The Indenture is annexed to the original instrument.

Thereunto herein described having been paid in full, this mortgage is hereby released and the same thereby created discharged. As witness my hand this *fourth* day of *March* A. D. 19*12*.

Robert M. Hart

Recorded Sept 22 1920.  
Estelle M. Nichols  
 Register of Deeds  
San Francisco, Calif.