

COUPON MORTGAGE

This Indenture, Made this 27th day of February, in the year of our Lord, one thousand nine hundred nine (1909), between The Lone Star Hall Association, a Corporation, by N. E. Stevenson, Pres. & C. E. Misher, Sec. of the Board of Directors of the Lone Star Hall Association, of Kansas, in the County of Douglas, and State of Kansas, of the first part, and Charles F. Brooks, of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Eight 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 part 2 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:

Begin at the center of the intersection of roads No. 175 and No. 220, being 1506 feet North and 2524 feet West of the S. E. corner of the N. E. quarter of Section 16, one (1) Township 10 North (11) S. of Range No. 18 East 9th S. 1/4, P. M. thence following North along the center of said road No. 175 one hundred (100) feet thence west eighty (80) feet thence south to the center of said road No. 220, thence easterly along the center of said road No. 220 to the place of beginning, containing one third of an acre more or less.

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said The Lone Star Hall Association 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 Eight hundred Dollars, according to the terms of one certain promissory note this day executed by the said The Lone Star Hall Association to the said part 2 of the second part. Said note being given for the sum of Eight hundred Dollars, dated February 27th due and payable in five 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 part 1 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 part 1 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 part 2 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not at the option of the part 2 of the second part; and it shall be lawful for the part 2 of the second part, its 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 part 2 of the second part, 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 part 2 making such sale on demand, to the said The Lone Star Hall Assoc. successors heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 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

By N. E. Stevenson, Pres. of the Board of Directors of the Lone Star Hall Association (SEAL)
By C. E. Misher, Sec. of the Board of Directors of the Lone Star Hall Association (SEAL)

State of Kansas, County of Douglas County ss.

BE IT REMEMBERED, That on this 27th day of Feb., A. D. 1909, before me

Chas. F. Brooks, a Notary Public in and for said County and State, personally known to me personally know to be the same person who executed the foregoing instrument, and they acknowledged the execution of the same to be their free and voluntary act and deed, fully aware of the contents and legal effect thereof, and the official seal of the said Notary Public is hereunto affixed on the day and year last above written.

My commission expires June 4 1910 Chas. F. Brooks Notary Public

Filed for Record the 6th day of March, A. D. 1909, at 5⁰⁰ o'clock P.M.

By George L. Lawrence Deputy Register of Deeds.

See Assignment Sec 13th 17th 19th