

COUPON MORTGAGE - Federal Tax - Interest - Dividend and Other Income - Kansas

This Indenture, Made this first day of April in the year of our Lord, one thousand nine hundred and nine between Cl. F. Eberhart, single man

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Richard W. Carter of Miami Florida of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Seven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sold and by these presents do grant, bargain sell and mortgage to the said part y 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:

Lot Nine (9) and the North Half of Lot Eight (8) in Block Seven (7) in Babcock's Addition to the City of Lawrence in said County and State.

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said Cl. F. Eberhart do hereby covenant and agree that at the delivery hereof he is 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 he 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 Cl. F. Eberhart

to the said part y of the second part. Said note being given for the sum of Seven hundred Dollars, dated April 1st 1909 due and payable in five \$24.00 Dollars each 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 y 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 Five 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y of the second part has 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 y of the second part, his 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 y making such sale on demand, to the said Cl. F. Eberhart heirs and assigns.

IN TESTIMONY WHEREOF, The said part y of the first part has hereunto set his hand and seal—the day and year last above written.

Signed, Sealed and Delivered in Presence of

Cl. F. Eberhart. (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 31st day of March A. D. 1909, before me

R. E. McElwin a Notary Public in and for said County and State came

Cl. F. Eberhart, a single man 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 April 8th, 1909 (R. E. McElwin) Notary Public

Filed for Record the 3rd day of April A. D. 1909, at 2³⁰ o'clock P.M.

By Minnie A. F. Lawrence Register of Deeds. Hyd. L. Lawrence Register of Deeds.

The following is indorsed on the original mortgage:
 It was thereon described having been paid in full the mortgage as hereby
 released and the same thereon created mortgage by Cl. F. Eberhart
 to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.
 R. E. McElwin
 Notary Public
 Recorded June 4 1909
 Floyd L. Lawrence
 Register of Deeds.

Recorded May 11 1911
 Floyd L. Lawrence
 Register of Deeds.