

COUPON MORTGAGE - Journal for Mortgages, Deeds and Blank Book Makers, Lawrence, Kansas.

This Indenture, Made this 7th day of April in the year of our Lord, one thousand nine hundred and nine between James R Stockwell and Margaret A. Stockwell his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and R. Ellen Hill of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of Ten hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain sell and mortgage to the said part of the second part, her 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 No 184 on Tennessee Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part first of the first part therein. And the said James R Stockwell and Margaret A Stockwell 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 Ten Hundred Dollars, according to the terms of one certain promissory note this day executed by the said James R Stockwell and Margaret A Stockwell to the said part of the second part. Said note being given for the sum of Ten Hundred Dollars, dated Lawrence) Kans. Apr. 7, 1909 due and payable in Two thirty Dollars two 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 first 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 _____ 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 first 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 ten 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part of the second part her 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 of the second part her 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 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 S the day and year last above written.

Signed, Sealed and Delivered in Presence of

James R Stockwell (SEAL)
Margaret A Stockwell (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 7th day of April A. D. 1909, before me A. J. Flinn a Notary Public in and for said County and State came James R Stockwell and Margaret A Stockwell his 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 April 10 1910 (LS) A J Flinn Notary Public

Filed for Record the 7 day of April A. D. 1909, at 4:30 o'clock P. M.

By Floyd L Lawrence Deputy. Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and destroyed. At Witness my hand this 7th day of April A. D. 1909. R. Ellen Hill attested A. J. Flinn

Recorded Sept 23 1911
Floyd L Lawrence
Register of Deeds