

COUPON-MORTGAGE - Journal Co. - Printers - Under and Blank Book Makers - Lawrence, Kansas

This Indenture, Made this 4th day of June in the year of our Lord, one thousand nine hundred and nine between William Frowe a single man

of Lawrence in the County of Douglas and State of Kansas, of the first part, and Eben Baldwin of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Four thousand (\$4000.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he 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:

The West ten (10) acres of the South Fifty (50) acres of the East one half (1/2) of the North West quarter (1/4) of section Twenty four (24) Township Twelve (12) Range Nineteen (19) also the South West quarter (1/4) of the North West quarter (1/4) of section Twenty four (24) Township Twelve (12) Range Nineteen (19) less two acres and the North West corner containing small forty eight (48) acres 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 William Frowe, a single man do es hereby covenant and agree that at the delivery hereof he the lawful owner of the premises above granted and seized of a good and indefensible 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 Four thousand (\$4000.00) Dollars, according to the terms of one certain promissory note this day executed by the said

William Frowe to the said part 2 of the second part. Said note being given for the sum of Four thousand (\$4000.00) Dollars, dated June 4th 1909 due and payable in Five Years 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, 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 Twelve thousand (\$12000.00) 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, 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 his 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 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 2 making such sale on demand, to the said his heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 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

Wm Frowe (Seal)  
(Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 4th day of June A. D. 1909, before me JH Mitchell a Notary Public in and for said County and State came William Frowe 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 Jan 25 1911 JH Mitchell Notary Public

Filed for Record the 7 day of June A. D. 1909, at 1:30 o'clock P.M.  
Floyd L Lawrence Register of Deeds.

by Deputy

(This Indenture is returned on the original instrument)  
The said Indenture described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 27th day of May A. D. 1910.

Eben Baldwin  
Administrator of the Estate

(For Partial Release see Book 57-555) of Eben Baldwin secured.

Recorded Oct 28 1920

Estelle Northrup  
Register of Deeds

(For Partial Release see Book 51, Page 640)  
For Part Release see Book 48-502

(The following is returned on the original instrument)  
The note herein attached having been paid in full, this mortgage is hereby released and the same is hereby discharged.

Recorded May 31 1913  
JH Mitchell