

COUPON-MORTGAGE—Journal Co.—Printer, Humber and Humber, New Mexico, Lawrence, Kansas

This Indenture, Made this Second day of December in the year of our Lord, one thousand nine hundred and nine between Orel O. Heath, a single man

of Dwin Mounds, in the County of Honglas and State of Kansas, of the first part, and Abby A. M. Heath of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty Seven Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he sold and by these presents do grant, bargain sell and mortgage to the said party of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Honglas and State of Kansas, described as follows, to wit:

Begin at a point 55.8 ft. West of the north east corner of the south west quarter of Section 14 Township 14 South of Range 17 East of the 6th P.M.; thence West 20.13 feet; thence South 2.31 1/2 ft. thence East 55.8 feet; thence South 10.89 3/4 feet; thence East 9.9 feet; thence South to section line; thence East 6.60 ft. thence North 11.75 feet; thence East 1.61 ft. thence North 4.70 1/4 ft. thence West 2.80 1/2 feet; thence North 3.06 1/2 feet; thence East 3.30 1/2 feet; thence South 2.31 1/2 feet to the place of beginning (Here 3 1/2 acres school house lot); 2 acres to Peter Schütz and 10 acres to P. J. Brown

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Orel O. Heath do see hereby covenant and agree that at the delivery hereof here 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 Twenty Seven Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Orel O. Heath

to the said party of the second part. Said note being given for the sum of Twenty Seven Hundred Dollars, dated December 2nd 1909 due and payable in ten 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 party 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 Four 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 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 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; and it shall be lawful for the party of the second part here 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 party 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 party making such sale on demand, to the said Orel O. Heath his heirs and assigns.

IN TESTIMONY WHEREOF, The said party 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

Orel O. Heath

(Seal)

(Seal)

State of Kansas, Honglas County, ss.

BE IT REMEMBERED, That on this 2 day of December A. D. 1909, before me Carydon B. Lindley a Notary Public in and for said County and State came

Orel O. Heath 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 2nd 1913 C. B. Lindley Notary Public

Filed for Record the 3 day of Dec A. D. 1909, at 9:30 o'clock P. M.

By Lloyd L. Lawrence Deputy Register of Deeds.

Original #774 4773

Recorded February 5, 1910
Lloyd L. Lawrence

The following is a record of the mortgage recorded in this county on the 2nd day of December 1909. The mortgage was made by Orel O. Heath to Abby A. M. Heath for the sum of \$27.00. The mortgage was recorded in this county on the 2nd day of December 1909.