

COUPON MORTGAGE - Lowest Cost, Fastest, Simplest and Safest - See Notice, Last Page, Kansas

This Indenture, Made this fourteenth day of December in the year of our Lord, one thousand nine hundred and twelve between Emory F. Hobbs and Ada B. Hobbs (Husband and wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchant Loan & Savings Bank of Lawrence, Kansas of the second part:

Four Hundred (\$400.00) Witnesseth, That the said parties of the first part, in consideration of the sum of 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 of the second part, its successors 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 Three (3) in Block No Twenty-two (22) of Sinclair Addition to the City of Lawrence County of Douglas State of Kansas.

with the appurtenances and all the estate title and interest of the said part of the first part therein. And the said parties of the first part 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 Four Hundred Dollars, according to the terms of one certain promissory note this day executed by the said Emory F. Hobbs and Ada B. Hobbs to the said part of the second part. Said note being given for the sum of Four Hundred Dollars, dated December 14 1909 due and payable in Three 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 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 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 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 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 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, without advertisement 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 the day and year last above written.

Signed, Sealed and Delivered in Presence of

C. G. Hawk

Emory F. Hobbs

Ada B. Hobbs

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14th day of December A. D. 1909, before me C. G. Hawk a Notary Public in and for said County and State came Emory F. Hobbs and Ada B. Hobbs (Husband and 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 October 13 1913 C. G. Hawk Notary Public

Filed for Record the 14th day of December A. D. 1909, at 10:25 o'clock A.M.

By Floyd L. Lawrence Deputy. Register of Deeds.

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The note signed by Emory F. Hobbs and Ada B. Hobbs, having been paid in full, this mortgage is hereby released and the same is hereby cancelled. Witness my hand this 13th day of July 1910. W. J. Lawrence, Register of Deeds, Lawrence, Kansas.

Recorded February 5, 1910
Floyd L. Lawrence
Register of Deeds.