

COUPON MORTGAGE - Journal Co. Printers, 212-22 and 22nd St., Kansas City, Mo.

This Indenture, Made this 20<sup>th</sup> day of December in the year of our Lord, one thousand nine hundred & nine between John Deay and Pearl Deay

of Baldwin in the County of Douglas and State of Kansas, of the first part, and George W. Nicholson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five hundred 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 party 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:

Begin 43 1/2 rods east of the south west corner of N. E. 1/4 of Section Eleven (11) Township fourteen (14) Range nineteen (19): thence run East 6 chs 66 2/3 links: thence north 33 chains, thence West 6 chains 66 2/3 links: thence South 30 chains to beginning. Also South 25 1/2 acres of East 90 acres of North East quarter of Section eleven (11) Township fourteen (14) Range nineteen (19): Also South East 15 acres more or less of the 23.40 acres described as follows: Beginning 50 rods west of the point 48 rods North of the South East corner of the North East quarter of Section eleven (11) Township fourteen (14) Range nineteen (19): thence run north 70 rods, thence West 50 rods; thence South 75 rods, thence East 50 rods to beginning. Also South 10 acres of East 13 1/2 acres of West 43 1/2 acres of N. E. 1/4 of Section eleven (11) Township fourteen (14) Range nineteen (19) with the appurtenances and all the estate, title and interest of the said parties 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 Five Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

John Deay and Pearl Deay to the said party of the second part. Said note being given for the sum of Five Hundred Dollars,

dated March 1 - 1910 due and payable in three 6 of fifteen 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 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 \_\_\_\_\_ 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 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 party 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 party 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 thereto set their hands and seals the day and year last above written.

Signed, Sealed and Delivered in Presence of

John Deay (SEAL)  
Pearl Deay (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of December A. D. 1909, before me

A. J. Flinn a Notary Public in and for said County and State came

John Deay and Pearl Deay, both unmarried 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 hereto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 10<sup>th</sup> 1911 A. J. Flinn Notary Public

Filed for Record the 22<sup>nd</sup> day of December A. D. 1909, at 9.00 o'clock A.M.

By Minnie A. J. Lawrence Deputy. Floyd L. Lawrence Register of Deeds.

The following is endorsed on the original instrument:  
This note herein described having been paid in full, this mortgage is hereby released, and the sum thereby secured discharged. At witness my hand this 20<sup>th</sup> day of December A. D. 1909.

George W. Nicholson

attest  
@ F. R. Nuckel

Recorded Sep. 9, 1911  
Floyd L. Lawrence, Register of Deeds  
R. M. M. - Bonnell, Deputy