

COUPON-MORTGAGE

This Indenture, Made this Twenty-fifth day of January in the year of our Lord, one thousand nine hundred and ten between Sarah J. Paine, a widow

of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. M. Sinclair of the second part:

One Hundred (\$100) Witnesseth, That the said part y of the first part, in consideration of the sum of to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain sell and mortgage to the said part y 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:

Lot No. Twenty-four (24) East the West one-half of Lot No. Twenty-three (23) also all of said Lot No. Twenty-seven (27) and all of said Lot No. Twenty-eight (28) all in Section No. Nine (9) in that part of the City of Lawrence known as North Lawrence

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said Sarah J. Paine do hereby covenant and agree that at the delivery hereof she 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 she 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 One hundred (\$100) Dollars, according to the terms of One certain Mortgage note this day executed by the said parties of the first part to the said part y of the second part. Said note being given for the sum of One Hundred Dollars, dated January 25th 1910 due and payable in one 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 y 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 Two 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 y making such sale on demand, to the said parties of first part, her heirs and assigns.

IN TESTIMONY WHEREOF, The said part y of the first part has hereunto set her hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

J. F. Vennard
Mrs J. F. Vennard

Sarah J. Paine (SEAL)
(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 25th day of January A. D. 1910, before me the undersigned a Notary Public in and for said County and State came Sarah J. Paine, a widow 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 March 30th 1913 Joseph E. Riggs Notary Public

Filed for Record the 26 day of Jan A. D. 1910, at 8:50 o'clock A.M.

By Hoyd 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. As witness my hand this 25th day of January, A. D. 1910.

Recorded July 25th, 1910
Hoyd L. Lawrence
Register of Deeds