

COUPON MORTGAGE - Issued by - Farmers, Stock and Bank, Dodge, Kansas

This Indenture, Made this 14 day of March in the year of our Lord, one thousand nine hundred ten between T. M. Marion and Charity Marion, his wife

of Lecompton in the County of Douglas and State of Kansas, of the first part, and John S. Brooke of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fifteen 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 part 2d 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:

Beginning at a pt in the middle line of second St 36 1/2' west of the West line of East of East half of Sec Thirty Four (34) Twp 11 N Range Eighteen (18) E thence north to the right bank of Kansas River thence in a southeasterly direction along said bank to the mid line of vacated 1/2 acre lot thence south to the intersection of said middle line of 36 1/2' west of the West line of second St thence north to the place of beginning containing Thirty (30) acres more or less except the Santa Fe Right of way, according to the recorded plat thereof, City of Lecompton

with the appurtenances, and all the estate, title and interest of the said part 1st 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 Fifteen Hundred Dollars, according to the terms of their certain promissory note this day executed by the said

First parties to the said part 2d of the second part. Said note being given for the sum of Fifteen Hundred Dollars, dated March 14 1910 due and payable in Five 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 1st 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 Eight 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 1st 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 2d of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not at the option of the part 2d of the second part; and it shall be lawful for the part 2d 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 2d 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 2d of the second part on demand, to the said First parties their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hands and seal 5 the day and year last above written.

Signed, Sealed and Delivered in Presence of

T. M. Marion (SEAL)
Charity Marion (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14 day of March A. D. 1910, before me Jelle W. Sliff a Notary Public in and for said County and State came T. M. Marion and Charity Marion, his wife to me personally known to be the same person s 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 Feb 10 1914 Jelle W. Sliff Notary Public

Filed for Record the 16 day of March A. D. 1910, at 3 35 o'clock P. M.

By Hoyd L. Lawrence Deputy. Register of Deeds.

STANDARD F. R. M.

COUPON MORTGAGE

The following is referred to on the original instrument: This note having been paid in full, this mortgage is hereby released and the same may be cancelled.

Recorded March 17 1910
Hoyd L. Lawrence
Register of Deeds.
(For Assignment see Book 51 Page 619)

Recorded & 1 10 10