

Mortgage Record No. 46.

COUPON-MORTGAGE - Journal for Creditors, Holders and Trust Book Value - Coupon - Kansas

This Indenture, Made this Eleventh day of April in the year of our Lord, one thousand nine hundred and ten between John Fritzel and Margaret Fritzel, his wife

of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. C. Miller, Trustee, of Missouri of the second part:

Witnesseth, That the said part one of the first part, in consideration of the sum of Four Thousand 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, 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:

South East one quarter (1/4) of Section number five (5) Township number thirteen (13) South of Range number nineteen (19) East of the sixth (6th) Principal Meridian

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said John Fritzel and Margaret Fritzel do hereby covenant and agree that at the delivery hereof, they 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 Thousand Dollars, according to the terms of one certain promissory note this day executed by the said John Fritzel and Margaret Fritzel to the said part of the second part. Said note being given for the sum of Four Thousand Dollars, dated April 11th 1910 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 one 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 ten 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 the 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 of the second part the 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 of making such sale on demand, to the said John Fritzel and Margaret Fritzel heirs and assigns.

IN TESTIMONY WHEREOF, The said part 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 A. H. Tucker (in common) John Fritzel (SEAL) Margaret Fritzel (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17 day of April A. D. 1910, before me A. J. Flynn a Notary Public in and for said County and State came John Fritzel and Margaret Fritzel his wife 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 April 10th 1911 A. J. Flynn Notary Public

Filed for Record the 17 day of April A. D. 1910, at 10:00 o'clock A.M.

By Floyd L. Lawrence Deputy Register of Deeds.

ST. BIRDARD R. R. M.

COUPON-MORTGAGE

The following is referred to in the original instrument being hereon paid in full, this mortgage is hereby released and the lien hereby discharged. At witness my hand this 11th day of April A. D. 1910. J. C. Miller Trustee

Received Oct 11, 1911 Floyd L. Lawrence Register of Deeds

The note hereon is endorsed on the reverse.