

COUPON-MORTGAGE - Journal-Lin. Printer-Binders and Blank Book Makers - Lawrence, Kansas

This Indenture, Made this 14 day of May in the year of our Lord, one thousand nine hundred ten between John Fincher Jr and Estella Fincher his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. J. Saunders of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Three hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain sell and mortgage to the said part two of the second part, he 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:

One Half Acre in North East corner of South East Quarter (1/4) of Addition Number Seven between Lincoln Street and R.R. Right of way in that part of the city of Lawrence known as North Lawrence, Also beginning six rods west of the North East corner of the South one half of Addition seven (7) thence South on Waugh's line to right of way, westerly with R-way six and one half rods, North to Lincoln Street, East to beginning, in that part of city of Lawrence known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part two of the first part therein. And the said John Fincher Jr and Estella Fincher 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 Three Hundred Dollars, according to the terms of one certain promissory note, this day executed by the said John Fincher Jr and Estella Fincher to the said part two of the second part. Said note being given for the sum of Three Hundred Dollars, dated May 14 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 two 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 Three 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not at the option of the part two 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 two making such sale on demand, to the said C. J. Saunders heirs and assigns.

IN TESTIMONY WHEREOF, The said part two 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
J. B. Wilson

John Fincher Jr (SEAL)
Mrs Estella Fincher (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14 day of May A. D. 1910, before me Rosa Robinson Notary Public in and for said County and State came John Fincher Jr and Estella Fincher 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 January 15 1915 Rosa Robinson Notary Public

Filed for Record the 30 day of Aug A. D. 1910 at 10 o'clock A.M.

By Ray L Lawrence Deputy Register of Deeds.

COUPON-MORTGAGE

This note having been certified having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 14 day of May A. D. 1910
C. J. Saunders

Recorded Jan 16 1911

Ray L Lawrence
Register of Deeds.

Recorded Mar. 27 1911
Ray L Lawrence
Register of Deeds