

# Mortgage Record No. 46

3791

COUPON-MORTGAGE Journal Co. Printers and Blank Book Makers, Lawrence, Kansas.

**This Indenture**, Made this Tenth day of October in the year of our Lord, one thousand nine hundred and Ten between Charles Hicks and Jessie A. Hicks (Husband and Wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and J. H. Emery of the second part:

**Witnesseth**, That the said parties of the first part, in consideration of the sum of Four 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, him 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 twenty (20) rods east of thirty (30) rods south of the West Chief Corner of the South West quarter (14) of Section Twenty Nine (24) Township Twelve (12) Range (20) thence West Six (6) rods, thence South ten (10) rods, thence east six (6) rods, thence North ten (10) rods to place of beginning in that part of the Site of Lawrence formerly known as North Lawrence in Douglas County Kansas

with the appurtenances and all the estate, title and interest of the said party 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 Four Hundred Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part. Said note being given for the sum of Four Hundred Dollars, dated October 10th 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 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 form 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 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 party of the first part have hereunto set their hands and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Charles Hicks (SEAL)  
Jessie A. Hicks (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 12th day of October A. D. 1910, before me the undersigned a Notary Public in and for said County and State came Charles Hicks and Jessie A. Hicks (Husband and 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 October 13th 1915 G. S. Hawk Notary Public

Filed for Record the 13 day of Oct A. D. 1910, at 9:25 o'clock P.M.

By Henry L. Lawrence Deputy Register of Deeds.

This note herein described has been paid in full, this mortgage is hereby released, and the lien hereby created discharged. At Witness my hand this 12th day of October A. D. 1910.

Received May 15 1911  
Henry L. Lawrence  
Register of Deeds