

COUPON-MORTGAGE-Insured, Public, Marine and Fire, National, Lumber, Kansas

This Indenture, Made this 30 day of January in the year of our Lord, one thousand nine hundred Eleven between William Collins and Agnes Collins his wife of Leecompton in the County of Douglas and State of Kansas, of the first part, and State Bank of Leecompton of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred and 75/100 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, its 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:

Commencing on the East line of the W. half of Lot 3, in S.W. fractional  $\frac{1}{4}$  of Sec 5, Twp 12, Range 19, at its intersection with the N-line of the highway running Easterly and Westerly near the S-line of said lot 3; thence N. along the W. line of land of Jacob Hetrick to the Kansas River; thence westerly following the meanderings of said river to the east line of land conveyed to the K.C., Topeka and Western R.R. Co. Sept 17-1896 by this grantor deed recorded in deed book 59, p. 147 said County records in S Fractional half of S.E.  $\frac{1}{4}$  of Sec 6 said Twp and Range; thence S to the N line of the right of way of said R.R. Co. to its intersection with said highway; thence follow the N line of said highway easterly to the place of beginning, containing 12 acres more or less being in said S.W.  $\frac{1}{4}$  of Sec 5 & S.E.  $\frac{1}{4}$  of Sec 6 in Twp 12 Range 19 and all of W.  $\frac{1}{2}$  of N.W.  $\frac{1}{4}$  of Sec 8 Twp 12, Range 19 East of 6th principal Meridian. Excepting the Right of Way of the Atchison, Topeka and Santa Fe Railway Company.

with the appurtenances and in the estate, title and interest of the said party of the first part therein. And the said William Collins and Agnes Collins his wife 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 Five Hundred and 75/100 Dollars, according to the terms of their certain promissory note this day executed by the said

William Collins and Agnes Collins his wife to the said party of the second part. Said note being given for the sum of Five Hundred and 75/100 Dollars, dated Jan 30 1911 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 Four Hundred Fifty and 00/100 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 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 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 its 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 its 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 of the first part making such sale on demand, to the said Trust parties heirs and assigns.

IN TESTIMONY WHEREOF, The said party 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

Wm Collins (SEAL)  
Agnes Collins (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2d day of Feb A. D. 1911, before me Jella H. Sliff a Notary Public in and for said County and State came Wm Collins and Agnes Collins 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 Feb 10 1913 Jella H. Sliff Notary Public

Filed for Record the 10 day of Feb A. D. 1911, at 9<sup>30</sup> o'clock Am

By Floyd L. Lawrence Deputy. Register of Deeds.

This sale herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 22 day of Feb A. D. 1911.  
Wm Collins  
Agnes Collins  
State Bank of Leecompton  
By B. B. Morgan  
Recorded May 4 1912  
By J. Lawrence  
By J. Lawrence