

This Indenture, Made this 7th day of Feb'y in the year of our Lord, one thousand nine hundred Eleven between James J. Mohatt and Nelia Mohatt, his wife of Leecompton in the County of Douglas and State of Kansas, of the first part, and of 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 no 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 at the South east corner of the North West Quarter (1) of Section Three (3) in township twelve (12), range Eighteen (18); thence west Eighty (80) rods; thence North Forty (40) rods; thence East Eighty Rods (80); thence south Forty (40) rods to the place of beginning, containing Twenty (20) acres.

with the appurtenances and all the estate, title and interest in the said part of the first part therein. And the said James J. Mohatt and Nelia Mohatt, his wife 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 Five Hundred and no Dollars, according to the terms of their certain promissory note, this day executed by the said James J. Mohatt and Nelia Mohatt, his wife to the said party of the second part. Said note being given for the sum of Five Hundred and no Dollars, dated Feb'y 7 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 parties 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 no 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 insure the same at the expense of the party of the first part, 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 making such sale on demand, to the said First parties, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal of the day and year last above written.

Signed, Sealed and Delivered in Presence of

James J. Mohatt (SEAL)
Nelia Mohatt (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 8th day of Feb'y A. D. 1911, before me Jella W. Liff a Notary Public in and for said County and State came James J. Mohatt and Nelia Mohatt, his wife to me personally known to be the same persons 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'y 10 1911 Jella W. Liff Notary Public

Filed for Record the 10 day of Feb'y A. D. 1911, at 9:30 o'clock A. M.

By Floyd L. Lawrence Deputy Register of Deeds.

COUPON MORTGAGE

This mortgage is recorded in full in the public records of the County of Douglas, State of Kansas, and the same is hereby acknowledged by the State Bank of Leecompton, its officers and directors, and by James J. Mohatt and Nelia Mohatt, his wife, on this 10th day of February, 1911.

Recorded Feb'y 10th 1911
Floyd L. Lawrence
Register of Deeds.

(This following is ordered on the original instrument)
Through herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. At witness my hand and seal of office, this 10th day of February, 1911.

Recorded June 10 1911
Floyd L. Lawrence
Register of Deeds.