

COUPON MORTGAGE—Journal for Farmers, Builders and Home-Seekers—Lawrence, Kansas

This Indenture, Made this First day of February in the year of our Lord, one thousand nine hundred and Eleven between A. M. Mearns and Mary J. Mearns

of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. P. Cowles of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five 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 part 2d of the second part, heirs 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 at the North East Corner of the Southwest Quarter (1/4) of Section 6, Township 18 North, Range 18 East of 1st P. M. Meridian, thence South to the Center of the Section, thence East to the East Line of said quarter (1/4) section, thence North to place of beginning containing 27 acres more or less.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said A. M. Mearns and Mary J. Mearns do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Dollars, according to the terms of one certain promissory note this day executed by the said A. M. Mearns and Mary J. Mearns to the said part 2d of the second part. Said note being given for the sum of Five hundred Dollars, dated February 1 1911 due and payable in five 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 1st 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 Five 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 1st of the first part, and the expense of such taxes and accruing penalties, interests and costs, shall be 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 2d of the second part, and all sums paid by the part 1st of the second part for insurance, shall be due and payable or not at the option of the part 2d of the second part; and it shall be lawful for the part 2d 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, appraisalment hereby waived or not at the option of the part 1st 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 surplus, if any there be, shall be paid by the part 2d making such sale on demand, to the said A. M. Mearns and Mary J. Mearns heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st 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

Eleanor A. Reed A. M. Mearns (SEAL)
Helena Schultze Mary J. Mearns (SEAL)

State of Kansas, Leavenworth County, ss.

BE IT REMEMBERED, That on this 15th day of February A. D. 1911, before me M. E. Albrigh a Notary Public in and for said County and State came A. M. Mearns and Mary J. Mearns 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 March 21 1911 M. E. Albrigh Notary Public

Filed for Record the 17 day of Feb A. D. 1911, at 9 o'clock A. M.

By Lloyd L. Lawrence Deputy Register of Deeds.

This mortgage is duly released and the note herein described having been paid in full, this mortgage is hereby created discharged. As witness my hand this 15th day of February A. D. 1911.

Recorded Dec. 3rd 1917
Estelle J. Spaulding
Register of Deeds.

This following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby created discharged. As witness my hand this 15th day of February A. D. 1911.

Recorded June 7th 1915
Wm. J. Lawrence
Register of Deeds.