

COUPON-MORTGAGE

This Indenture, Made this Twenty eighth day of February in the year of our Lord, one thousand nine hundred and eleven between William S. Fry and his wife Myrtle C. Fry of Lamar in the County of Crawford and State of Kansas of the first part, and Normal E. Stevenson of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eight thousand 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 2nd of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Wagonwheel and State of Kansas, described as follows, to wit:

The North-east Quarter of Section Number three (3) in Township Number Fourteen (14) South of Range Number Eighteen (18) East of the Sixth Principal Meridian, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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 Eight thousand Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said part 2nd of the second part. Said note being given for the sum of Eight thousand Dollars, dated February 28 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 2nd 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 thousand 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, 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 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd 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 part 2nd 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 2nd making such sale on demand, to the said parties their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st 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

William S. Fry (SEAL)
Myrtle C. Fry (SEAL)

State of Kansas, Colony, Crawford County, ss.

BE IT REMEMBERED, That on this 28th day of February A. D. 1911, before me Leslie J. Baring a Notary Public in and for said County and State came William S. Fry and Myrtle C. Fry, 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 July 14 1914 Leslie J. Baring Notary Public

Filed for Record the 25 day of March A. D. 1911, at 11 o'clock A.M.

By Flora Lawrence Deputy. Register of Deeds.

This mortgage is endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. Witness my hand this 28th day of February A. D. 1911.

Notary Public
William S. Fry
Myrtle C. Fry
Normal E. Stevenson

(For assignment of 25 per cent of proceeds) dated March 14, 1916

Notary Public
Leslie J. Baring
Flora Lawrence