

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

This Indenture, Made this 13th day of April in the year of our Lord, one thousand nine hundred eleven between E. J. Deister and Minnie C. Deister, his wife of Leocompton in the County of Douglas and State of Kansas, of the first part, and State Bank of Leocompton of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three 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 part 2d 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:

Beginning twenty five (25) rods South of Northwest Corner of Northeast Quarter (1/4) of Section Twenty one (31) Township Twelve (12) Range Eighteen (18) South Five (5) rods East Seventeen (17) rods, six (6) feet; North Five (5) rods West Seventeen (17) rods, six (6) ft. to beginning, being one half (1/2) acre, 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 E. J. Deister and Minnie C. Deister his wife 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 Three Hundred and no Dollars, according to the terms of their certain promissory note this day executed by the said

E. J. Deister and Minnie C. Deister to the said part 2d of the second part. Said note being given for the sum of Three Hundred and no Dollars, dated April 13 1911 due and payable in Three year 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 do 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 and 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 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 2d of the second part, and all sums paid by the part 2d 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 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 2d 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 part 2d making such sale on demand, to the said first 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

E. J. Deister (SEAL)
Minnie Deister (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14th day of April A. D. 1911, before me Jella M. Sliff a Notary Public in and for said County and State came E. J. Deister and Minnie C. Deister 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 July 10 1914 (28) Jella M. Sliff Notary Public

Filed for Record the 18 day of April A. D. 1911, at 8⁰⁰ o'clock A. M.

By Floyd L. Lawrence Deputy. Floyd L. Lawrence Register of Deeds.

The following is entered as the official instrument. The same having been filed in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 17th day of April, A. D. 1911.

State Bank of Leocompton
By B. M. Nye, Cashier

Recorded April 18 1911
Floyd L. Lawrence
Register of Deeds

The above is entered as the official instrument. The same having been filed in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 17th day of April, A. D. 1911.

Recorded April 18 1911
Floyd L. Lawrence
Register of Deeds