

COUPON-MORTGAGE

This Indenture, Made this 21 day of April in the year of our Lord, one thousand nine hundred and eleven between Charles A. Hicks and Jessie A. Hicks (husband and wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Anna L. Hutson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred (100.00) 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, her 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:

Begin at a point on the line of the West line of N 1/4 of Sec 29 T 12 N. R 20 E. Thence South 1/4 mile; thence West 7 rods; thence North 1/4 mile; thence East 7 rods to place of beginning; then the south half of the West half of the following described tracts to wit: Beg 20 rods east and 20 rods north of the South West corner of the North West 1/4 of the South West quarter of Sec 29 T 12 N. R 20 E. thence East 1/2 mile; thence North 20 rods; thence West 1/2 mile; thence South 20 rods to place of beginning; and that part of the City of Lawrence formerly known as North Lawrence in the City of Lawrence County, Douglas, Kansas.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Charles A. Hicks and Jessie A. Hicks 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 One Hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Charles A. Hicks and Jessie A. Hicks to the said party of the second part. Said note being given for the sum of One hundred Dollars, dated April 21 day of 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 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 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 her 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 party 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 making such sale on demand, to the said first parties or their 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

B. S. HawkCharles A. Hicks

(SEAL)

Jessie A. Hicks

(SEAL)

State of Kansas, Douglas County, ss.BE IT REMEMBERED, That on this 21 day of April A. D. 1911, before me

Charles A. Hicks and Jessie A. Hicks a Notary Public in and for said County and State came Charles A. Hicks and Jessie A. Hicks husband and 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 Oct 13 1913 B. S. Hawk Notary PublicFiled for Record the 22 day of April A. D. 1911, at 10:00 o'clock A. M.By Clay L. Lawrence Deputy. Register of Deeds.

The following is endorsed on the original instrument:
This instrument is hereby released and the
mortgage thereon is hereby discharged.
At Witness my hand this 21 day of April, 1911.

Recorded May 21 1911
Clay L. Lawrence
Register of Deeds