

COUPON-MORTGAGE

This Indenture, Made this 22d day of April in the year of our Lord, one thousand nine hundred Eleven between Julia H. Kerns and A. Frank Kerns her husband of Decompton in the County of Douglas and State of Kansas, of the first part, and A. G. Richards of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred and no/100 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, his 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 a point 40 1/2 ft. south of the NW cor of the SE 1/4 of Sec Two (2) Twp. Twelve (12) Range Eighteen (18) Thence south 53 1/2 ft. South along the Reempton and Lawrence middle road 99 1/2 ft. thence north 6 1/2 ft. thence West 99 1/2 ft. to the beginning. Containing fifteen (15) acres more or less. Also beginning at a point 106 ft. south of the NE cor of the SE 1/4 of Sec. (3) Twp. (12) and Range (18) thence west 53 1/2 ft. thence south 115 1/2 ft. to the place of beginning. Also 53 1/2 ft. thence north along Lawrence Road 115 1/2 ft. to the place of beginning. Containing Twenty Five (25) acres more or less.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said Julia H. Kerns and A. Frank Kerns 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 Fifteen Hundred and no/100 Dollars, according to the terms of their certain promissory note, this day executed by the said

Julia H. Kerns and A. Frank Kerns to the said part of the second part. Said note being given for the sum of Fifteen Hundred and no/100 Dollars, dated April 22d 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 part 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part 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, appraisement hereby waived or not at the option of the part 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 party making such sale on demand, to the said First Parties heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Julia H. Kerns (SEAL)  
A. Frank Kerns (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 22d day of April A. D. 1911, before me Jella H. Shiff a Notary Public in and for said County and State came Julia H. Kerns and A. Frank Kerns her husband 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 10 1914 Jella H. Shiff Notary Public

Filed for Record the 4 day of May A. D. 1911, at 9 10 o'clock A.M.

By Shayd L. Lawrence Deputy. Register of Deeds.

The following is entered on the official instrument: The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 29th day of April, 1911.

C. A. Richards

Recorded April 27 1911  
Shayd L. Lawrence  
Register of Deeds

For assignment see Book 57 Page 443.