

Mortgage Record No. 46.

COUPON MORTGAGE - Journal Of - Printed at Lawrence, Kansas

This Indenture, Made this Tenth day of May 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 J. H. Emery of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Six Hundred and Fifty (\$650.00) 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 part 2 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:

Commencing twenty (20) rods east and thirty (30) rods south of the North West Corner of the South West Quarter (1/4) of Section Twenty nine (29) Township Twelve (12) Range Twenty (20) Third West Six (6) rods, thence South Ten (10) rods, thence East six rods, thence North Ten (10) rods to the place of beginning in that part of the City of Lawrence, formerly known as North Lawrence, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1 of the first part therein. And the said parties of the first part 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 Six Hundred and Fifty 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 part 2 of the second part. Said note being given for the sum of Six Hundred and Fifty Dollars, dated May 10th 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 1 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 1 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 1 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not at the option of the part 2 of the second part; and it shall be lawful for the part 2 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 2 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 2 making such sale on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 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

Charles A. Hicks (SEAL)

Jessie A. Hicks (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 13th day of May A. D. 1911, before me the undersigned, 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 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 October 15 1913 E. L. Hawk Notary Public

Filed for Record the 15 day of May A. D. 1911, at 10:00 o'clock A.M.

By Floyd L. Lawrence Deputy. Register of Deeds.

One hundred & returned on the 11th of November 1911
 Through herein described having been paid in full this 11th day of May 1911
 then hereby released and discharged - as witness my hand this 11th day of May 1911

Recorded Nov. 19 - 1911

Wm. L. Lawrence
Chas. A. Hicks

The following is entered on the original instrument
 1/2 money having been advanced in payment of the note secured by the mortgage
 herein, and the mortgage being fully satisfied the Register of Deeds of Lawrence, Kansas
 Recorded May 12 1909