

## MORTGAGE RECORD No. 79

Receiving No. 1730

Reg. No. 428  
Fee Paid \$4.25

## COUPON MORTGAGE

THIS INSTRUMENT, Made this Twenty-first day of December in the year of our Lord one thousand nine hundred Thirty-five between Chester L. Disque and Mabel Disque, husband and wife of Lawrno, in the County of Douglas and State of Kansas, of the first part, and Etta Disque of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seventeen 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, 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:

The North Half of the South Half of the Northwest Quarter of Section Eleven (11), Township Fourteen (14) of Range Nineteen (19), East of the Sixth Principal Meridian, in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Chester L. Disque and Mabel Disque, husband and 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 Seventeen Hundred Dollars (\$1700.00) DOLLARS, according to the terms of one certain promissory note this day executed by the said Chester L. Disque and Mabel Disque, husband and wife to the said party of the second part; said note being given for the sum of Seventeen Hundred Dollars - - - - - DOLLARS, dated December 21, 1935, due and payable in ten years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$88.00 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties 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 said mortgage, in the sum of Twenty-five Hundred and no/100 - - - - 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 parties of the first part, and the expense of such taxes and accruing penalties, interest 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 or 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 party of the second part, her 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seals the day and year last above written.

Signed, sealed and delivered in presence of  
Dorothy Shufflebarger  
S. J. Hunter

Chester L. Disque  
Mabel Disque

STATE OF KANSAS, )  
Douglas County, ) SS.

BE IT REMEMBERED, That on this 21st day of December 1935 before me, Dorothy Shufflebarger a Notary Public in and for said County and State, came Chester L. Disque and Mabel Disque, husband and wife to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission expires Feb. 26, 1938

Dorothy Shufflebarger  
Notary Public.

Recorded December 25, 1935 at 4:45 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 1744

## PARTIAL RELEASE

IN CONSIDERATION OF the payment to it of the sum of One Hundred Twenty-five and no hundredths (\$125.00) Dollars, THE UNION CENTRAL LIFE INSURANCE COMPANY, hereby releases from the lien of a certain Mortgage made to it by Charles M. Albright and Sophia F. Albright, his wife, dated February 14, 1925 calling for \$9,000.00 and recorded in Book 46 Page 486 of the records of Douglas County, State of Kansas the following described real estate, which is included in said instrument, viz:

Beginning at the northeast corner of the northwest quarter section 3, township 15, range 18, thence west 135 feet, thence south 160 feet, thence west 125 feet, thence south 30 feet, thence east 250 feet, thence north 190 feet to point of beginning.

situated in Douglas County, State of Kansas containing 0.68 acres

It being expressly agreed between the parties hereto that this release is in no way to operate to discharge the lien of said instrument from any other of the premises described therein, and that the remaining portions of the premises, in said instrument described, are to remain as security for the payment of the indebtedness secured thereby.

IN WITNESS WHEREOF, The said THE UNION CENTRAL LIFE INSURANCE COMPANY has hereunto caused its name to be subscribed and its corporate seal to be affixed, this 5th day of May A. D. 1932.

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released

and the lien thereby created is hereby released

As witness my hand this 23rd day of May, A. D. 1943

Attest:

*Etta Disque*

Recorded June 2, 1943

*Harold A. Beck* Register of Deeds