

COUPON MORTGAGE

THIS INDENTURE, Made this 2nd day of May in the year of our Lord one thousand nine hundred Thirty-eight between Eliza Squires Fey and A. P. Fey, her husband of Lawrence, in the County of Douglas and State of Kansas, of the first part, and C. F. O'Brien Florence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred Fifty 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:

"Lots Numbered 34 - 35 - 36, Breezdale an addition to the City of Lawrence, Kansas."

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owners 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 Twelve Hundred and Fifty and no/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said parties of the first part to the said party of the second part; said note being given for the sum of Twelve Hundred Fifty and no/100 ... (\$1250) Dollars, dated May 2nd, 1938, due and payable in 5 year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$37.50 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 herein-after 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 mortgagee, in the sum of Twelve Hundred Fifty and no/100 ... (\$1250) 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, his 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, 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 parties making such sale, on demand, to the said heirs and assigns.

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

Eliza Squires Fey
A. P. Fey

STATE OF KANSAS,)
DOUGLAS County,) SS.

Be It Remembered, That on this 2 day of May 1938 before me, C. B. Hosford a Notary Public in and for said County and State, came Eliza Squires Fey and A. P. Fey, her husband to me personally known to be the same person 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.

C. B. Hosford
Notary Public.

(SEAL) My Commission expires June 25 1939

Recorded May 2, 1938 at 4:00 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 5938

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to The Merchants Loan and Savings Bank, Lawrence, Kansas, all our right title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Nelson Peronto and Maud Peronto, his wife to The Citizens State Bank, which mortgage is recorded in Book 66 of Mortgages, Page 275, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hands this 4th day of May 1938.

(CORP. SEAL)

The Citizens State Bank
By: C. B. Holmes
Cashier.

STATE OF KANSAS,)
DOUGLAS COUNTY,) SS.

Be It Remembered, That on this 4th day of May 1938, before me, a Notary Public in and for said County and State, came C. B. Holmes, Cashier, The Citizens State Bank, Lawrence, Kansas 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 the day and year last above written.

A. U. Evans
Notary Public.

(SEAL) My commission expires October 6 1940.

Recorded May 4, 1938 at 2:30 P.M.

Harold A. Beck Register of Deeds

Recorded February 7, 1941
 As witness my hand this 14th day of February, A.D. 1941
 Attest: *E. B. Martin*
 Register of Deeds