

COUPON MORTGAGE

THIS INDENTURE, Made this 1st day of June in the year of our Lord one thousand nine hundred Thirty-nine between C. A. Penn and Fleeta A. Penn, husband and wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Robert Harbosen of Lawrence, Douglas County, Kansas of the second part: WITNESSETH, That the said parties of the first part in consideration of the sum of Twenty-four 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:

"The North Half of the West 10 acres of the South 50 acres of the East $\frac{1}{2}$ of $1W\frac{1}{2}$, Sec. 24, Tp. 12, Rg. 19, containing 5 acres more or less and the Southeast $\frac{1}{4}$ of the West 10 acres of the South 50 acres of the East one-half of $1W\frac{1}{2}$, Sec. 24, Tp. 12, Rg. 19, 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 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 Twenty-four Hundred (\$2400) DOLLARS, according to the terms of one certain promissory note this day executed by the said C.A. Penn and Fleeta A. Penn to the said party of the second part; said note being given for the sum of Twenty-four Hundred and no/100 . . . DOLLARS, dated June 1st, 1939, due and payable in five year from date thereof with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$72.00 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 Two Thousand and no/100 . . . DOLLARS in some insurance company satisfactory to said mortgage, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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 cost 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, y 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, their 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 C. A. Penn & Fleeta A. Penn 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.

C. A. Penn
Fleeta A. Penn
STATE OF KANSAS, } ss.
Douglas County, }

Be it Remembered, That on this 1st day of June A.D. 1939 before me, C. B. Hosford, a Notary Public in and for said County and State, came C. A. Penn and Fleeta A. Penn his wife 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.

(SEAL) My Commission Expires June 26, 1939 C. B. Hosford Notary Public.

Recorded June 1, 1939 at 4:00 P.M. Harold G. Beck Register of Deeds.

Receiving No. 7871 < PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, ss.

KNOW ALL MEN BY THESE PRESENTS. That we The Lawrence National Bank, Lawrence, Kansas of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated December 10, 1936, made and executed by Frank C. Topping and Elsie I. Topping of the first part, to The Lawrence National Bank, Lawrence, Kansas of the second part and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas in volume 80, page 609, on the 20th day of December, A.D. 1938, is as to The Northwest Quarter of Section Sixteen (16), Township Thirteen (13) South of Range Twenty (20) East of the 6th P.M. in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED.

This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hand this 1st day of June, A.D. 1939.

(CORP. SEAL) THE LAWRENCE NATIONAL BANK
LAWRENCE, KANSAS
By Geo. W. Kuhne
Cashier.

Recorded May 4 1943
K. A. Beck
Register of Deeds
As witness my hand this 4th day of May A.D. 1943
Robert Harbosen