

TAX 4.50

MORTGAGE—Standard Form.

(No. 52 A)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture**, Made this 18<sup>th</sup> day of August  
A. D. 1953, between Waldo Monroe and Katherine L. Monroe, his wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Bertha Stone

of the second part.

**Witnesseth**, That the said part ies of the first part, in consideration of the sum of One Thousand Eight 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 part y 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:

Lot One Hundred Thirty (130) on Michigan Street, Block Forty-four (44), West Lawrence, in the City of Lawrence, Kansas  
Lot One Hundred Twenty-nine (129) on Arkansas Street, Block Forty-four (44), West Lawrence, in the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are 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

This grant is intended as a mortgage to secure the payment of One Thousand Eight Hundred & no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first parties

to the said part y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said first parties, their

heirs and assigns

**In Witness Whereof**, The said part ies of the first part have hereunto set their hand S and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

Waldo Monroe (SEAL)  
Katherine L. Monroe (SEAL)

STATE OF KANSAS

Douglas County, } ss.

**Be It Remembered**, That on this 18<sup>th</sup> day of August A. D. 1953

before me, Maupie Daniel, a Notary Public in and for said County and State, came Waldo Monroe and Katherine L. Monroe, his wife

to me personally known to be the same person S who executed the foregoing 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.



Maupie Daniel Notary Public.

Recorded August 26, 1953 at 10:40 A. M.

Harold Beck Register of Deeds.

MORTGAGE

(No. 52K)

Boyles Legal Blanks—CASH STATIONERY CO.—Lawrence, Kansas

**This Indenture**, Made this 24th day of August, 1953 between Harry C. Cofer and Eva M. Cofer, husband and wife

of Lawrence, in the County of Douglas and State of Kansas

part ies of the first part, and The Lawrence Building and Loan Association part y of the second part.

**Witnesseth**, that the said part ies of the first part, in consideration of the sum of Thirty-three hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Two hundred twenty-eight (228) on Ohio Street, in the City of Lawrence,

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are 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 parties making lawful claim thereto.

It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty-three hundred and no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 24th day of August 1953, and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part ies.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

**In Witness Whereof**, the part ies of the first part have hereunto set their hand S and seal S the day and year last above written.

Harry C. Cofer (SEAL)  
Eva M. Cofer (SEAL)

STATE OF KANSAS } ss.  
Douglas COUNTY, }

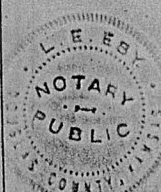
**BE IT REMEMBERED**, That on this 24th day of August A. D. 1953

before me, L. E. Eby, a notary public in the aforesaid County and State, came Harry C. Cofer and Eva M. Cofer

husband and wife

to me personally known to be the same person S who executed the foregoing instrument 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.



L. E. Eby Notary Public.

Recorded August 26, 1953 at 1:20 P.M. please

Harold Beck Register of Deeds.

I the undersigned, owner of the within mortgage, do hereby acknowledge the payment in full of the debt secured thereby, and authorize the Register of Deeds to enter the same in the mortgage of record. Dated this 2nd day of April 1954.  
L. E. Eby Secretary [Copy Seal]

Harold Beck  
Frances M. Hoop