Thaire Will

## 61415 BOOK 114

This Indenture. Made this .... 7th day of \_December A. D. 19 56 , between Hay D. Cooper and his wife, Maude M. Cooper

and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1es of the first part, in consideration of the sum of Thirty 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 party of the second part, its 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-with

Lot No. Eleven (11) in Block No. Five (5) in Belmont, can addition to the City of Lewrence.

with all the appurtenances, and all the estate, title and interest of the said part 1es 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 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 Thirty Eight Hundred and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said part 1es. of the first part to the said part y of the second part

and this conveyance shall be void if such payments be made as h Ified, but if default be-made in such payments, or any part thereof, or interest thereon, or the taxes, or if the inurance is not kept up thereon, there is conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part, of its second part, its successors and assignt/at any gime thereafier, to sall 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 vetain the amount their 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 party making such sale, on demand, to said parties of the first part, their Of heirs and assigns

In Witness Whereof, The said part 108 of the first part have hereunto set their 150

hand sand seal s the day and year first above written. Vay OCooper Signed, Sealed and delivered in presence of (SEAL) Hay Q. Cooper 4 (SEAL) Maule m Cooper Haude H. Cooper (SEAL) STATE OF KANSAS . (SEAL) SSI Douglas County; Be It Remembered, That on this 10 2 div of December A. D. 19 56 before me, the undersigned y Public in and for said County and State, came , Ray 0. Cooper and his wife, Io me personally known to be the same person g, 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 allixed my official seal of the day and year last above written.

Hasked.

Kirth M. Dawayes 1960 Notary Public Thays Ruth M. Sawyer

RELEASE. The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 30th day of August, 1957. The Anchor Savings and Loan Association

formerly

(Corp Seal)

Recorded December

By Buth M. Sawyer, Assit. Secretary.