

61571 BOOK 114

## MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

**This Indenture,** Made this 5th day of JanuaryA. D. 1957, between Elmer R. Cooper and Bertha V. Cooper, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Robert P. Harrison and Pauline Gill Harrison, husband and wife, as joint tenants with the right of survivorship and not as tenants in common of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of - THIRTY THOUSAND - 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 ies of the second part their 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 One (1), Two (2), Three (3), and Four (4), in Block Two (2), in Schwarz Acres Number Two (2), an Addition to the City of Lawrence.

This mortgage cannot be transferred to another party or assumed without the consent of parties of the second part.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 except paving and sewer assessments

This grant is intended as a mortgage to secure the payment of THIRTY THOUSAND Dollars, according to the terms of a certain note this day executed and delivered by the said Elmer R. Cooper and Bertha V. Cooper, husband and wife to the said part ies 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 ies of the second part their 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 ies making such sale, on demand to said parties of the first part,

their heirs and assigns

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

Signed, Sealed and delivered in presence of

Elmer R. Cooper (SEAL)  
Elmer R. Cooper  
Bertha V. Cooper (SEAL)  
Bertha V. Cooper (SEAL)

STATE OF KANSAS,

DOUGLAS

County, ss:

BE IT REMEMBERED, That on this 5th day of January A. D. 1957 before me, the undersigned a Notary Public

in and for said County and State, came Elmer R. Cooper and Bertha V. Cooper, husband and wife

to me personally known to be the same person 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.

My Commission expires June 17, 1957

Norma W. McBride Notary Public

Recorded January 7, 1957 at 11:05 A.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 31st day of March 1962.

Robert P. Harrison  
Pauline Gill Harrison

Mortgagee.  
Owner.

This release was written on the original mortgage entered this 2 day of April 1962.

Land Officer  
Reg. of Deeds

Deputy