

7-134 65450

BOOK 118

MORTGAGE

(No. 52A)

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

This Indenture, Made this 25th day of MarchA. D. 1958, between Herbert W. Cooper and Pearl M. Cooper, his wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps

Party of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of ~~*****~~ Twenty-Five Hundred and Twenty and no/100 ~~*****~~ DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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:

A tract of land containing approximately One-Half ($\frac{1}{2}$) Acre more or less according to Government Survey described as follow:
Beginning at a point 1400 feet East of the Southwest corner of Section 22, Township 12 South, Range 19 East of the Sixth Principal Meridian; thence North 208.71 feet, thence West 108.71 feet thence South 208.71 feet; thence East to the place of beginning.

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 Partdo 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

This grant is intended as a mortgage to secure the payment of Twenty-Five Hundred Twenty and no/100 Dollars, according to the terms of one certain note, this day executed and delivered by the said Parties of the First Part to the said part y of the second part, payable in thirty (30) monthly installments of Eighty-Four (\$84.00) Dollars each due on the first of each month beginning May 1, 1958

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 his 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 Parties of the First Part

their heirs and assignsIn Witness Whereof, The said part ies of the first part ha ve hereunto set their

handS and seaS the day and year first above written.

Signed, Sealed and delivered in presence of

Herbert W. Cooper (SEAL)
Pearl M. Cooper (SEAL)
Pearl M. Cooper (SEAL)

STATE OF KANSAS,

Douglas County ss:BE IT REMEMBERED, That on this 25th day of March A. D. 1958

before me, D. O. Phelps a Notary Public
in and for said County and State, came Herbert W. Cooper and
Pearl M. Cooper, his wife,

to me personally known to be the same persons 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 NOV. 14 1961D. O. Phelps Notary Public

Register of Deeds

Mortgagee.