

74207 BOOK 125

SECOND
MORTGAGE318-2 Cross & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
(COPYRIGHT MATTER)THIS INDENTURE, Made this 26th day of July, A. D. 1960,between Fred L. Cooper and Alita York Cooper, husband and wifeof Douglas County, in the State of KANSAS, of the first part,and Douglas County State Bank, a Corporationof Douglas County, in the State of KANSAS, of the second part:WITNESSETH, That said part 1st of the first part, in consideration of the sum of -----Thirty one hundred seventeen ----- and 41 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party

of the second part, its SUCCESSORS and assigns, all the following-described real estate, situated in DouglasCounty and State of KANSAS, to wit:Lot Two (2) in Block Two (2) in Schaake
Subdivision, an Addition to the City of
LawrenceTO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

parties of the first part

have this day executed and delivered ONE certain promissory note in writing to said part y of the
second part, of which the following IS A MEMORANDUM:Date of Note
Amount of Note \$3117.41Payable \$51.77 September 1, 1960 and \$51.96 the 1st of
each month thereafter until paid in full

Signed - Fred L. Cooper

Signed - Alita York Cooper

It is mutually understood that this instrument is a second real estate
mortgage, subject to an existing first mortgage in favor of Capital
Federal Savings & Loan Association, recorded 11-19-55 in Book 141
page 169 of the records of the Register of Deeds, Douglas County,
Kansas.NOW, if said part 1st of the first part shall pay or cause to be paid to said party of the second part its SUCCESSORS
or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according
to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in
full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the
same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises,
or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums,
and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party
of the second part shall be entitled to the possession of said premises.IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hand s, the day and year first above written.

Fred L. Cooper

Alita York Cooper

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 26th day of July, A. D. 19 60 before me,

the undersigned, a Notary Public in and for the County and State aforesaid,

came Fred L. Cooper and Alita York Cooper, husband and wifewho are personally known to me to be the same persons who executed the within instru-
ment of writing, and such persons duly acknowledged the execution of the same.IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, the day and year last above written.Term expires August 10, 1961
Chester G. Jones, Notary Public.

Recorded August 9, 1960 at 9:15 A.M.

RECEIPT.

Harold A. Beck Register of Deeds

By: Jamie Beem, Deputy January 23, 1967

\$3117.41

RECEIVED of Fred L. Cooper and Alita York Cooper the within-named mortgagor, the sum of
thirty one hundred seventeen and 41/100 DOLLARS, in full satisfaction of the within Mortgage.

Attest: Joseph Kelly, Cashier

Douglas County State Bank, a Corp. By: G.M. Clem, Exec. Vice-Pres.

See Assignment See Book 145 Page 377
See Assignment See Book 145 Page 129This release
is written
on the original
mortgage
entered
this 23
of January
1967
Jamie Beem
Deputy of Clerk