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BOOK 127

INSTALLMENT MORTGAGE

Mo. 371

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This Indenture, Made this 20th day of April 1961

between Fred L. Cooper and William C. Warren
 of Douglas County, in the State of Kansas of the first part, and
Oscar T. York
 of Douglas County, in the State of Kansas, of the second part:

Witnesseth; That the said part ies of the first part, in consideration of the sum of
Six Thousand and no/100 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said
 party of the second part, his heirs and assigns, all the following described Real Estate, situated in the
 County of Douglas and State of Kansas, to-wit:

Lot Number 103 and the North 20 feet of Lot Number 105 on Rhode Island Street
in the City of Lawrence, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and ap-
 purtenances thereto belonging, or in anywise appertaining forever:

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

Fred L. Cooper and William C. Warren have this day executed and delivered
 a certain promissory note to said part y of the second part for the sum of

Six Thousand and no/100 DOLLARS,
 bearing even date herewith, payable at Lawrence

Kansas, in equal installments of One hundred fifty and no/100 DOLLARS
 plus interest on the unpaid balance at the rate of six (6) per cent
 each, the first installment payable on the 20th day of May 1961, the second
 installment on the 20th day of June 1961 and one installment on the 20th
 day of EACH MONTH in each year thereafter, until the entire sum is fully paid.

And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall
 become immediately due and payable, at the option of the part of the second part or the legal holder of said note, and shall draw
 interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now, it said Fred L. Cooper and William C. Warren

shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described
 note mentioned, together with the interest thereon, according to the terms and issue 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; and 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, or if the insurance is not kept up, then the
 whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part of the second part
 shall be entitled to the possession of said premises.

And the said part ies of the first part, for them and their heirs, do hereby covenant to and with the
 said part y of the second part, executors, administrators or assigns, that they lawfully seized in fee of said premises
 and have good right to sell and convey the same, that said premises are free and clear of all incumbrances

and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said
 premises against the lawful claims and demands of all persons whomsoever.

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

ATTEST:

Fred L. Cooper
William C. Warren

STATE OF KANSAS,

DOUGLAS

County, } SS.

Be it Remembered, That on this 20th day of April A. D. 1961before me, Chester H. Cohoon a Notary Publicin and for said County and State, came Fred L. Cooper and
William C. Warrento 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 February 27 1964

Chester H. Cohoon
 Chester H. Cohoon Notary Public.

Recorded April 28, 1961 at 3:30 P.M.

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 31st day of Aug. 1961.

Oscar T. York

This release
 was made
 on the
 31st day
 of August
 1961
Harold R. Bax
 Register of Deeds