

MORTGAGE

81640 BOOK 132

This Indenture, Made this 23 day of August in the year of our Lord one thousand nine hundred and Sixty Two between
Charles J. Chapman and Ruby A. Chapman, his wife,
 of Eudora in the County of Douglas and State of Kansas
 of the first part, and Ralph W. Coltrane and Ada L. Coltrane, his wife
 party of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Thousand Two Hundred and NO/100 (\$2,200.00) 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 parties 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:

Lot sixteen (16) and the South one half (1/2) of Lot seventeen (17)

in Block one hundred sixty four (164) in the City of Eudora, Douglas

county, Kansas.

with the appurtenances, and all the estate, title and interest, of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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 encumbrances whatsoever

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than 2,200.00 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a Mortgage to secure the payment of the sum of Two thousand Two hundred and NO/100 (\$2,200.00) Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable as expressed in said mortgage note. The terms of said note are hereby incorporated herein by this reference, and the mortgage shall be payable according to the terms of said note. Interest shall be payable on the unpaid principal balance of said note at the rate of six per cent per annum, and shall be payable in advance on the first day of each month, beginning on the first day of the month next following the date of the execution of this mortgage. Interest being payable in lawful money of the United States of America at the office of Ottawa Savings and Loan Association, Ottawa, Kansas

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part ies, executor, administrator and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of 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 parties ies making such sale, on demand, to the said first parties ies or their heirs and assigns.

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

Signed, Sealed and delivered in presence of:

Charles J. Chapman (Seal)

Ruby A. Chapman (Seal)

Ruby A. Chapman (Seal)

Ruby A. Chapman (Seal)

STATE OF KANSAS,

Franklin County, } ss.

Be it Remembered, That on this 23 day of August A. D., 1962, before me, a Notary Public in and for said County and State, came Charles J. Chapman and Ruby A. Chapman, his wife

to me personally known to be the same persons who executed the foregoing instrument, 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.

Naomi L. Cole Notary Public

Commission expires on the 7th day of October 1962.

Recorded August 27, 1962 at 9:30 A.M.

Harold A. Beck

Register of Deeds

By Janice Beams, Deputy

The Within Mortgage having been paid in full, it is hereby released on this the original instrument, this 15th day of November 1963.

Ralph W. Coltrane
Ada L. Coltrane OWNERS

This release was written on the original mortgage entered this 20th day of November 1963

Harold A. Beck
Reg. of Deeds
By Janice Beams
Deputy

