

Ref. No. 15,204  
Fee Paid \$12.50

MORTGAGE (No. 52A) The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

86970 BOOK 136

THIS INDENTURE Made this 14th day of February A. D. 19 64, between Gerald L. Cooley and Lela R. Cooley, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas of the first part, and George F. Zillner and Chloe A. Zillner, husband and wife, as joint tenants with the right of survivorship and not as tenants in common,

Witnesseth, That the said part ies of the first part, in consideration of the sum of Five Thousand Dollars (\$5,000.00) 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 part ies of the second part as joint tenants and their assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South 30 feet of the East 80 feet of Lot 7, in Block 6, in Babcock's Addition to the City of Lawrence; It is agreed and understood that this mortgage is subject and inferior to a mortgage to The First National Bank of Lawrence, Lawrence, Kansas on the above described real estate, and is given as a second mortgage on said real estate,

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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

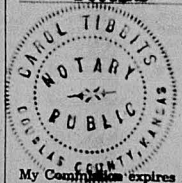
This grant is intended as a mortgage to secure the payment of Five Thousand Dollars (\$5,000.00) Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the said parties of the first part to the said part ies of the second part, payable in monthly installments of \$55.52, together with interest at the rate of six per cent (6%) per annum, beginning March 14, 1964,

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 over plus, if any there be, shall be paid by the party 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 hands and seal the day and year first above written. Signed, Sealed and delivered in presence of

*Gerald L. Cooley* (SEAL)  
*Lela R. Cooley* (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, DOUGLAS County



BE IT REMEMBERED, That on this 14th day of February A. D. 19 64 before me, the undersigned a Notary Public in and for said County and State, came Gerald L. Cooley and Lela R. Cooley, husband and 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 Dec 23 19 67 Notary Public