

MORTGAGE

(No. 52A)

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BOOK 136

86991

THIS INDENTURE Made this 18th day of February

A. D. 19 64, between Wilma McKenzie, a widow,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Dale E. Cooksey and Atha M. Cooksey, his wife, as joint
tenants with the right of survivorship and not as tenants in common,
of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of
Four Hundred Fifty-seven and 08/100 (\$457.08) ----- DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do
grant, bargain, sell and Mortgage to the said part ies 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:

The North Half of Lot 57 on Kentucky Street, in the
City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.

And the said party of the first part

do es hereby covenant and agree that at the delivery hereof she is 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 Four Hundred Fifty-seven and 08/100
Dollars, according to the terms of a certain promissory note this day executed and delivered by the
said party of the first part to the
said part of the second part, in the sum of \$457.08, payable in twenty years
or upon death of said Wilma McKenzie, or upon sale of the above des-
cribed real estate by Wilma McKenzie, whichever is soonest, together
with interest thereon at the rate of five per cent (5%) per annum

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 overplus, if any there be, shall be paid by the part making
such sale, on demand to said party of the first part, her

heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Wilma M. McKenzie (SEAL)

(SEAL)

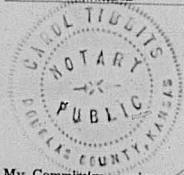
(SEAL)

(SEAL)

STATE OF KANSAS,

DOUGLAS

County ss:



BE IT REMEMBERED, That on this 18th day of February A. D. 19 64
before me, the undersigned a Notary Public
in and for said County and State, came Wilma McKenzie, a widow,

to 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 December 23 1967

Charles Z. Smith Notary Public

Recorded February 18, 1964, at 1:15 A.M.

Harold D. Barker Register of Deeds