

MORTGAGE

BOOK 137

STATE OF KANSAS,

# This Indenture,

Made this 1st day of June

A. D. 1964, between Perry D. Coffman and Opal Coffman, husband and wife, (also called Opal E. Coffman)

This instrument was filed for record on the

day of

19, at o'clock M., and

duly recorded in book

of, at page

Register of Deeds

Fee \$ Deputy.

of Overbrook

in the County of Douglas

and State of Kansas

of the first part, and Clyde J. Cordts and Mac I. Cordts or the survivor of them as joint tenants with the right of survivorship and not as tenants in common,

Witnesseth, That the said part ies of the second part

Three thousand & no/100 of the first part, in consideration of the sum of

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 & the survivor of them,

all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The Northwest fractional quarter of Sec. 19, township 14, south, range 18, less a strip 5ft. wide and 22 rods long beginning 7 rods west of the southeast corner of the west of the northwest quarter of said section 19, thence west along the south line of said quarter 22 rods, and the east half of the northeast quarter of section 24, township 14 south, range 17 all east of the 6th principal meridian, containing 218 acres, more or less, subject to highways and to easements of record, if any in Douglas county, Kansas

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

And the said First Parties,

do hereby covenant and agree that at the delivery hereof they are the lawful owner of

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

incumbrances except for a mortgage dated Feb. 25, 1963, recorded in vol. 133

at page 350 of mortgages in Douglas County, Kansas.

This grant is intended as a mortgage to secure the payment of \$3,000.00

Dollars, according to the terms of certain note this day executed and delivered by the

said First Parties,

said part ies of the second part and the survivor of them,

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 as executors, administrators and

signs, 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 surplus, if any there be, shall be paid by the part ies making such sale, on

demand to said First Parties,

and the survivor of them

In Witness Whereof, The said part ies of the first part have hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Perry D. Coffman (SEAL)

Opal E. Coffman (SEAL)

Opal E. Coffman (SEAL)

Opal E. Coffman (SEAL)

STATE OF KANSAS,

Osage

County,

BE IT REMEMBERED, That on this 1st day of June A. D. 19 64

before me, John M. Cordts, a Notary Public

in and for said County and State, came Perry D. Coffman & Opal Coffman

also called Opal E. Coffman, husband and wife,

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 Nov. 1, 19 66

John M. Cordts, Notary Public

In Lien See Book 139 Page 78