

MORTGAGE 90009 (No. 22A) Boyles Legal Blanks-FORRE PRINTING CO.-Lawrence, Kansas  
BOOK 139

**This Indenture**, Made this 7th day of February  
A. D. 1964, 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 Seldon D. Butcher

of the second part.

Witnesseth, That the said part 168 of the first part, in consideration of the sum of  
One Thousand and No/100 ----- 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 party of the second part his 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 Eighteen (18), in Block Eight (8),  
in Lane's First Addition to the City  
of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 168 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 Except a 1st Mortgage to The First National Bank of Lawrence, Kansas

This grant is intended as a mortgage to secure the payment of One Thousand (\$1000.00)  
Dollars, according to the terms of a certain Note this day executed and delivered by the  
said Parties of the first part to the  
said party of the second part

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 party of the second part executors, administrators  
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
scribed 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 party  
making such sale, on demand to said Parties of the first part, their  
heirs and assigns

In Witness Whereof, The said part 168 of the first part have hereunto set  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of  
Gerald L. Cooley (SEAL)  
Lela R. Cooley (SEAL)

STATE OF KANSAS  
DOUGLAS COUNTY, SS.  
BE IT REMEMBERED, that on this 7th day of February A. D. 1964  
before me, the undersigned  
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 June 13th 1966  
Aileen E. Davis Notary Public

Recorded November 23, 1964, at 10:00 A.M.

Harold A. Beck Register of Deeds