

INSTALLMENT MORTGAGE - Second

BOOK 139

252

(No. 37)

F. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 15th day of January 1965

between Fred L. Cooper and William C. Warren

of Douglas County, in the State of Kansas of the first part, and
Oscar T. York

of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

five thousand five hundred and no/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot No. 102 and North 20 feet of lot No. 105 on Rhode Island Street
in the City of Lawrence, Kansas and all attachments there to

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said

Fred L. Cooper and William C. Warren have this day executed and delivered

a certain promissory note to said party of the second part for the sum of five thousand five hundred and no/100 DOLLARS,

bearing even date herewith, payable at Lawrence, Kansas

Kansas, in equal installments of (100.00) one hundred and no/100 DOLLARS each, the first installment payable on the 15th day of Feb. 1965, the second

installment on the 15th day of Mar. 1965 and one installment on the 15th day of each month *** in each year thereafter, until the entire sum is fully paid.

And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now, if said William C. Warren and Fred L. Cooper

shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

And the said party of the first part, for them and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances.

and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

ATTEST:

Fred L. Cooper
William C. Warren

STATE OF KANSAS,

DOUGLAS

County, } ss.

Be it Remembered, That on this 15th day of January A. D. 1965

before me, Don L. Kufahl

Notary Public

in and for said County and State, came Fred L. Cooper and William C. Warren

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 Mar. 6

1966

Don L. Kufahl

Notary Public.



This release
was written
on the original
mortgage
dated
Jan 5
1965
James B. Dean
Reg. of Deeds
Deputy 8

Recorded February 3, 1965 at 4:10 P.M.

James B. Dean Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand, this 5th day of January 1967.
Oscar T. York