

MORTGAGE RECORD 70

EXPL. DEEDS NORTH STATIONERY CO. KANSAS CITY MO 64107

FROM
 Reg. No. 2360
 Fee Paid 20.00
 B. A. Coates et ux
 TO
 Geo. S. Austin
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 5 day of
 Feb. A. D., 1927, At 4:05 P. M.
Isa E. Wellman Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 31st day of August 1926, between
B. C. Coates and Estella N. Coates, his wife,
 of Wilson County, in the State of Kansas of the first part, and
Geo. S. Austin
 of Harlan County, in the State of Kansas of the second part:
 WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Eight Thousand & no/100 (\$8000.00) ----- DOLLARS, the receipt of which is hereby acknowledged, do
 by these presents, grant, bargain, sell and convey unto said part y 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:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Ten (10)
 and the North Half (NH) of the Northeast Quarter
 (NE $\frac{1}{4}$) of Section Fifteen (15), all in Township
 Thirteen (13) Range Twenty (20) Douglas County, Kansas.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate for
 the sum of \$14,000.00 with interest thereon at the rate of 6 $\frac{1}{2}$ per cent payable semi-annually, now if
 default shall be made in the payment of the amount secured by said first mortgage or any part thereof
 or of any interest thereon at the time it shall become due and payable according to the express terms
 of said mortgage, then the party of the second part or his assigns or the legal holder of this mort-
 gage and the note secured hereby, may at his option for the protection of this mortgage, make said
 payments of principal or interest and the amount so paid shall be added to the amount secured by this
 mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent from the time
 of such payment, and he may declare this mortgage and note due and payable at any time thereafter and
 shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

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

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

parties of the first part have this day executed and delivered one certain promissory note
 to said part y of the second part, for the sum of Eight Thousand & no/100 --- (\$8000.00) --- DOLLARS,
 bearing even date herewith, payable at Lawrence National Bank, Lawrence, Kansas. Kansas, in xxxx installments of
Five Hundred (\$500.00) or more --- DOLLARS ~~xxxx~~ the first installment payable on the 31st
 day of August 1926, the second installment on the 31st day of August 1929
 and xxx installment on the 31st day of August xxx in each year thereafter, until
the entire balance shall be paid in full. described in the mortgage, and not when due
 shall become immediately due and payable, at the option of the part y 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. Appraisement waived at option of mortgagee.

Now if said parties of the first part
 shall pay or cause to be paid to said part y 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 part y of the second part shall be entitled to the possession of said premises and foreclosure of the mortgage.

And the said part ies of the first part, for themselves and their heirs, do hereby covenant to and with the
 said part y of the second part, executors, administrators or assigns, that they are 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,
 except a first mortgage of \$14,000.00. It is understood between the parties hereto that this
 second mortgage is given as a part of the purchase price of the above described land

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 part ies of the first part have hereunto set their hand the day and year first above written.

ATTEST:

B. A. Coates

Estella N. Coates

STATE OF KANSAS,
 County of Wilson ss.
 BE IT REMEMBERED, That on this 11 day of September
 A. D. 1926, before me the undersigned _____ a Notary Public in and for said County and State, came
B. A. Coates and Estella N. Coates his wife

to me personally known to be the same person as who executed the foregoing instrument of writing, and duly acknowledged the
 execution of the same.

LS

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. 10 1927 Earl M. Kroider Notary Public.

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 _____ day of _____ 19 _____

ATTEST: