

MORTGAGE RECORD 76

Reg. No. 1742

Fee Paid, \$ 1.75

MORTGAGE RECORD 76

FROM

E. B. Coffman
TO

Peoples State Bank, Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of
March A. D. 1932, at 5:50 o'clock P. M.

S. J. Swannay, Jr.

Register of Deeds.

Deputy.

THIS INDENTURE, Made this third day of March, in the year of our Lord, one thousand nine hundred and thirty two between E. B. Coffman, a widower

of Lawrence, in the County of Douglas and State of Kansas
part of the first part, and Peoples State Bank, Lawrence, Kansas. part of the second part.WITNESSETH, That the said part of the first part, in consideration of the sum of
Seven hundred 00/100 DOLLARS, to him duly paid, the receipt of
which is hereby acknowledged, has sold, and by this indenture does Grant, Bargain, Sell and Mortgage to the said part of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northeast corner of Northeast Quarter (4), Section Six (6), Township
Thirteen (13), Range Twenty (20); thence South Twenty one (21) rods; thence West Twenty
(20) rods; thence South Eight (8) rods; thence West Ten (10) rods; thence South Eleven
(11) rods more or less to a point Ten and Seven hundredths (10.07) chains South of the
North line of said quarter section; thence West to the East line of the Right of way of
the Atchafalaya, Topeka and Santa Fe Railway Company, being Ten and Ninety six hundredths
(10.96) chains more or less West of the East line of said quarter section; thence North-
easterly along the East line of said right of way to the North line of said quarter
section; thence East on said North line Nine and forty eight hundredths (9.48) chains
more or less to the place of beginning, containing Seven (7) acres, more or less,

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

And the said part of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and
wired of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or
assessed against said real estate when the same become due and payable, and that he will keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part of the second part to the extent of
the interest. And in the event that said part of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as
herein provided, then the part of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Seven hundred 00/100 DOLLARS.

according to the terms of the certain written obligation for the payment of said sum of money, executed on the 3rd day of March 1932
and by the terms made payable to the part of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said
part of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept
up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part of the second part or assigns
to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents
and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part of the first part making such sale, on
demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The part of the first part has hereunto set his hand and seal the day and year last
above written.

E. B. Coffman (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 3rd day of March A. D. 1932, before me, a

Notary Public in the aforesaid County and State, came

Legal E. B. Coffman, a widower

Seal to me personally known to be the same person who executed the foregoing instrument 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 on the 22nd day of March 1934.

T. J. Swannay, Jr.

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 14th day of December, 1935.

Conf. Seal

Peoples State Bank Lawrence, Kansas

By J. J. Swannay, Jr. President Mortgagee. Owner.

This Release
was written
on the original
Mortgage.
I entered
this on the day
of December
1935.

Harold A. Cook
Reg. of Deeds
J. J. Swannay, Jr.
Notary