

## MORTGAGE RECORD 84

Reg. No. 2056

Fee Paid, \$ 2.00

Receiving No. 8718

FROM  
E. B. Cooper and Bertha V. Cooper, his wife  
 TO  
The First National Bank Lawrence, Kansas  
 By George Docking  
 Deputy.  
 THIS INDENTURE, Made this twenty-seventh day of September, in the year of our Lord, one thousand nine hundred and thirty-nine between E. B. Cooper and Bertha V. Cooper, his wife

of Lawrence in the County of Douglas and State of Kansas  
 part of the first part, and The First National Bank of Lawrence, Lawrence, Kansas part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand two hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do 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:

The South one-half (S $\frac{1}{2}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) and the Northeast one-quarter (NE $\frac{1}{4}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 34 and the South one-half (S $\frac{1}{2}$ ) of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 35, less the following: Commencing at the Northwest corner of said South one-half (S $\frac{1}{2}$ ) of Southeast one-quarter (SE $\frac{1}{4}$ ) Section 35; thence East 40 rods; thence South 16 rods; thence West 40 rods to a creek; thence in a southeasterly direction along the center of said Creek to the West line of said Southeast one-quarter (SE $\frac{1}{4}$ ) Section 35, thence North on the West line of said Southeast one-quarter (SE $\frac{1}{4}$ ) Section 35 to beginning, being 6 acres, more or less and less the right-of-way of the Atchison, Topeka and Santa Fe Railway, all being in Township 18, South of Range 20 East of the Sixth P.M.

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

And the said part 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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

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 they 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 less, 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

One thousand two hundred and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 27th day of September, 1939, and by its 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 not kept up, 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, 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

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 thereon; and to sell the premises hereof, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the 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 parties of the first part have hereunto set their hand and seal on the day and year last above written.

E. B. Cooper (SEAL)

Bertha V. Cooper (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
 County of Douglas } ss.

BE IT REMEMBERED, That on this 27th day of September, A. D. 1939, before me, a Notary Public in the aforesaid County and State, came

E. B. Cooper and Bertha V. Cooper, his wife,

to me personally known to be the same persons 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.

(SEAL) My commission expires on the 13th day of July, 1940.

George Docking  
 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 31st day of May, 1941.

The First National Bank of Lawrence, Lawrence, Kansas  
 Mortgage. On/ver.

(Copy Seal)

By George Docking  
Notary Public

This Release was written on the original Mortgage entered this 31st day of May, 1941.

Notary Public