

FROM

Caroline Perkins Copeland et al

TO

Lawrence National Bank Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

August A. D. 1940, at 11:20 o'clock A.M.

By

Harold D. Selk
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 17th day of July, in the year of our Lord, one thousand nine hundred and forty between Caroline Perkins Copeland and A. G. Copeland, Jr., her husband; and Marguerite Perkins Wingate and Charles R. Wingate, her husband, sole and only heirs at law of W. E. Perkins, deceased

of the County of _____ and State of _____ parties of the first part, and The Lawrence National Bank Lawrence, Kansas _____ party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-two hundred fifty and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have said, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West Fractional One-half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Thirty-one (31), also that part of the Northwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section Thirty-one (31) described as follows: Beginning at the Northwest ($\frac{1}{4}$) corner of said Southwest Quarter ($\frac{1}{4}$) of Section Thirty-one (31); thence running South on said Quarter Section line 29.58 rods; thence East 70.32 rods; thence North 29.58 rods to North line of Quarter Section; thence West on said North line 70.32 rods to place of beginning, 12.75 acres, more or less, all in Township Twelve (12), South, of Range Twenty-one (21) E. st, in Douglas County, Kansas.

STATE OF Kansas)
COUNTY OF Sedgwick) ss:

Be It Remembered, That on this 8th day of August A.D. 1940 before me, a Notary Public in the aforesaid County and State, came Marguerite Perkins Wingate and Charles R. Wingate, her husband 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 1st day of November 1941

Joseph A. Fuller
Notary Public

with the appurtenances and all the estate, title and interest of the said parties 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 incumbrance

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

It is agreed between the parties hereto that the parties 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of the interest. And in the event that said party 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 party 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 Twenty-two Hundred Fifty and no/100 ----- DOLLARS according to the terms of the certain written obligation for the payment of said sum of money, executed on the 17th day of July 1940 and by its terms made payable to the party 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 party 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this covenants 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 covenant 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 party of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and out of all moneys arising from such sale, sale rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale, making such sale, on demand, to the first parties.

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 hands and seals the day and year last above written.

Caroline Perkins Copeland (SEAL)

A. G. Copeland Jr. (SEAL)

Marguerite Perkins Wingate (SEAL)

Charles R. Wingate (SEAL)

STATE OF Oklahoma)
County of Tulsa) ss.

BE IT REMEMBERED, That on this 3rd day of August A. D. 1940, before me, a Notary Public in the aforesaid County and State, came Caroline Perkins Copeland and A. G. Copeland, Jr., her husband

(SEAL)

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.

My commission expires on the 2nd day of April 1944.

John D. Wakely
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 if record dated this 17th day of October, 1941.

(Corp. Seal)

The Lawrence National Bank, Lawrence, Kansas
By S. D. Walter, Vice-President

Mortgagee. Owner.

This Release was written on the original Mortgage entered this 17th day of October 1941.
Harold D. Selk
Reg. of Deeds.