

MORTGAGE RECORD 89

MORTGAGE

This Indenture, made this 28th day of March in the year of our Lord, One Thousand Nine Hundred and forty six between Vernon O. Cooper and Alta R. Cooper, husband and wife of--in the County of Douglas and State of Kansas, of the first part and The Miami County National Bank, of Paola, Kansas of the second part WITNESSETH, That the said parties of the first part, in consideration of the sum of Three thousand six hundred Dollars and no/100 Dollars, to them, duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part, its successors and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The North Ten (10) feet of lot thirty-five; all of lot thirty-six (36) and the south seven and one-half (7½) feet of lot thirty-seven (37) in Solomon's Subdivision of Block nine (9) of Babcock's Addition to the City of Lawrence.

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 thereof 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 incumbrances

This Grant is intended as a Mortgage to secure payment of the sum of \$Thirty Six hundred dollars and no/100 (\$3600.00) according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereof, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for the said party of the second part its successors and assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, its successors or assigns, and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed and delivered in the presence of
John W. Trouble

Vernon O. Cooper
Alta R. Cooper

STATE OF KANSAS, MIAMI COUNTY, SS.

BE IT REMEMBERED, that on this 28th day of March A.D., 1946, before me, a notary public in and for said County and State, came Vernon U. Cooper and Alta R. Cooper, husband and 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.

W.W.Kinger
Notary Public

(SEAL) My commission expires Jan. 7 1950

Recorded April 9, 1946 at 2:00 p.m.

Ward A. Beck Register of Deeds

M O R T G A G E

Receiving no. 27601

Reg. no. 4777
Fee paid \$2.50

This Indenture, Made this 12 day of March in the year of our Lord one thousand nine hundred Forty-six, between Harold Edmonds and Wilma M. Edmonds, his wife, in the County of Douglas and State of Kansas, of the first part and Charles Nichols of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand Dollars, to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The North Half (N $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section two(2) Township twelve (12) Range Seventeen (17)

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Harold Edmonds and Wilma M. Edmonds 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 incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars, according to the terms of a certain promissory note this day executed by the said Harold Edmonds and Wilma M. Edmonds to the said party of the second part; said note being given for the sum of One thousand Dollars, dated March 12, 1946 due and payable, in three years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises; and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties, their heirs or assigns.

And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing or that may hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals, or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the note/s thereby executed.