

M O R T G A G E

THIS INDENTURE, Made this 24th day of April, 1946 between George E. Coats and Winnie May Coats, his wife of Shawnee County, in the State of Kansas, of the first part and F. A. Derby, of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twelve Thousand and no/ 100 Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate situated in Douglas County and State of Kansas to wit:

The South 46.25 acres of the East 100 acres of the Southwest Quarter of Section 29, the Northeast Quarter of Section 29, less three acres, more or less, in the Northwest corner thereof lying North and West of Wakarusa Creek, the Southeast Quarter of Section 29 less 8.25 acres more or less out of the East side thereof as described in deed to Robert A. Dean, recorded in Book N. Page 448 the Northeast Quarter of Section 32 and that part of the Southeast Quarter of Section 20 that lies East of the Wakarusa River and South of the lands formerly owned by A. D. Baldwin and Henry Heine and containing about 59½ acres, all in Township 13, Range 18, all containing 574.50 acres more or less;

Also that part of the East 100 acres of the Northwest Quarter of Section 29, lying south of the Wakarusa River; also the following tract beginning at the Southeast corner of said Northwest Quarter of Section 29; thence South 80 rods to an Oak Post with a pile of stone around it, a little on the North side of the ridge; thence West parallel with the South line of said quarter of section 100 rods by measure to a like Oak Post and pile of stone, thence North parallel to the West line of said section about 80 rods more or less to the South line of said Northwest Quarter, Section 29 East on said South line 100 rods to place of beginning, being in the Southwest Quarter of said Section 29, all being in Township 13, South of Range 18 East of the 6th P. M.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said mortgagors have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

"Topeka, Kansas
April 24, 1946

"For value received, the undersigned, promise to pay to order of F. A. Derby the sum of twelve thousand dollars (\$12,000.00) as follows: The sum of five hundred dollars (\$500.00) November 1, 1946, five hundred dollars (\$500.00), May 1, 1947 five hundred dollars (\$500.00) November 1, 1947 five hundred dollars (\$500.00) May 1, 1948, and the balance, ten thousand dollars (\$10,000.00) On May 1, 1951. The unpaid principal shall draw interest at the rate of four per cent (4%) per annum payable semi-annually on the first day of November and May of each year respectively. The makers hereof have the option of paying one hundred dollars (\$100.00) or any multiple thereof at any interest paying date. In the event default is made in any of the payments of principal or interest herein provided for, the entire amount of this note shall become due and payable at the option of the holder hereof and shall draw interest at the rate of six per cent (6%) per annum from date of such default.

George E. Coats /s/
Winnie May Coats /s/

NOW, if said parties of the first part shall pay or cause to be paid to said party 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 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, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the party of the second part shall be entitled to the possession of said premises.

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

George E. Coats
Winnie May Coats

STATE OF KANSAS
SHAWNEE COUNTY, ss

BE IT REMEMBERED, That on this 24th day of April 1946 before me, the undersigned, a notary public in and for the county and state aforesaid come George E. Coats and Winnie May Coats, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my notarial seal, the day and year last above written.

(SEAL)

Helen Woolverton
Notary Public

Term expires Jan 6 1949

Recorded April 27, 1946 at 9:45 A. M.

Harold A. Beck Register of Deeds

Topeka, Kansas - Sept. 19, 1947

Payment in full of the foregoing mortgage is hereby acknowledged, and the Register of Deeds of Douglas County, Kansas, is authorized to release the same.

F. A. Derby

This record was written on the original mortgage entered this 22 day of Sept 1947

Shawnee County
Reg. of Deeds
Shawnee County