

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 1st day of August in the year of our Lord one thousand nine hundred forty six, between Harry C. Cofer and Eva M. Cofer, his wife, in the County of Douglas and State of Kansas, of the first part, and Della Heil, of Topeka, Shawnee County, Kansas, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand DOLLARS to us 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, her heirs and assigns, forever, all that tract and parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The North forty-five (45) feet of Lot Numbered One Seven Eight (178) on Vermont Street, in the City of Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title interest of the said parties of the first part therein. And the said Harry C. Cofer and Eva M. Cofer, his wife, 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 Two Thousand (\$2,000)-----DOLLARS according to the terms of a certain promissory note this day executed by the said Harry C. Cofer and Eva M. Cofer to the said party of the second part; said note being given for the sum of Two Thousand (\$2,000)-----DOLLARS, dated August 1, 1946, due and payable in installments with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payments be made as in said note 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 Two Thousand Five Hundred (\$2,500)-----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, her 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, appraisal hereby waived or not, at the option of the party of the second part, her 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 parties making such sale, on demand, to the said Harry C. Cofer and Eva M. Cofer, 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, set 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, acknowledged the 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 the note/s thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes all notes secured by this mortgage shall thereupon become due and payable.

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

Signed and delivered in the presence of
W. Kenneth Wilke

Harry C. Cofer
Eva M. Cofer

STATE OF KANSAS, Douglas County, ss

BE IT REMEMBERED, That on this 1st day of August, A. D. 1946, before me, the undersigned, a notary public in and for the County and State aforesaid, came Harry C. Cofer and Eva M. Cofer, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

(SEAL) My commission expires Dec. 28, 1946

Josephine Hill
Notary Public

Recorded August 7th, 1946 at 10:40 A. M.

Harold A. Beck

Register of Deeds

Receiving No. 29339

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by T. R. Stuart and Celia L. Stuart to J. S. Windsor dated the 29th day of May, A. D. 1933, which is recorded in Book 72 of Mortgages, page 587, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 9th day of August, A. D. 1946.

STATE OF MASSACHUSETTS
HAMPSHIRE COUNTY, ss:

Grace W. DeBenham

Be it remembered, that on this 9th day of August A. D. 1946 before me the undersigned a Notary Public in and for said County and State, came Grace W. De Benham the daughter and heir of J. S. Windsor, deceased, to me personally known to be the same person who executed the foregoing instrument of writing, 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 July 29, 1949

John L. Banner Notary Public

Recorded on August 12, 1946 at 11:50 A.M.

Harold A. Beck

Register of Deeds

2000-
 Received of Harry C. Cofer and Eva M. Cofer the within mortgage and the proceeds in full satisfaction of the within mortgage.
 Dec. 11, 1947
 Josephine Hill
 Notary Public

This release
 was written
 on the original
 mortgage
 entered
 this 11 day
 of Dec
 1947
Josephine Hill
 Reg. of Deeds
 Deputy