

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Thirteenth day of January in the year of our Lord one thousand eight hundred and 92 between Charles S. Cooper and Augusta Cooper his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and William F. Osborn of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred & twenty five (\$225) 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 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: Lots numbered One hundred & twenty six (126) One hundred & twenty eight (128) One hundred & thirty (130) One hundred & thirty two (132) One hundred & thirty four (134) and One hundred & thirty six (136) on King Street, and Lots numbered One hundred & twenty five (125) One hundred & twenty seven (127) One hundred & twenty nine (129) One hundred & thirty one (131) One hundred & thirty three (133) and One hundred & thirty five (135) on Lincoln Street all in the town of Baldwin, formerly Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles S. Cooper and Augusta Cooper 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 state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and twenty five dollars (\$225) according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said party of the second part for the sum of two hundred & twenty five dollars payable on or before the first day of January 1893 with interest at the rate of 8% per annum from date

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, ~~and if the insurance is not kept up thereon~~, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

J. P. Naughton
Clarey McLain

Charles S. Cooper

(SEAL.)

Augusta Cooper

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 14th day of January, A. D. 1892, before me J. P. Naughton, a Notary Public in and for said County and State, came Charles S. Cooper and Augusta 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Feb 6 1895Recorded Feb 1 A. D. 1892, at 2 o'clock P M.J. P. Naughton

Notary Public.

James Brooks

Register of Deeds

The following is indorsed on the original instrument in consideration of full payment of the within mortgage. I hereby release the same this 2nd day of April 1894. William F. Osborn

Recorded October 13th 1894 James Brooks

