

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixteenth day of May in the year of our Lord one thousand eight hundred and ninety one between James A. Coppel and Frederica L. Coppel his wife of Leavenworth in the County of Douglas and State of Kansas of the first part, and George W. Brown of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred hundred 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: Sixteen (16) acres more or less in Sec 2 Town 12 Range 18 Beginning 12 1/2 chains W of S. E. corner of N. E. 1/4 of Sec 2 Town 12 Range 18 thence 4 1/2 chains West thence North 33 1/2 chains to the right bank of Kansas river thence down said river to S. M. Day's line thence south along said line 130 rods to place of beginning less 1/2 acre R.R.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James A. Coppel and Frederica L. Coppel do hereby covenant and agree that 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

This grant is intended as a Mortgage to secure the payment of the sum of

Six hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said James A. Coppel to the said party of the second part: due on or before March 4<sup>th</sup> 1894

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, or 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, appraisement 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 James A. Coppel and Frederica L. Coppel their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written. enacted before signing

Signed and delivered in presence of

James A. Coppel (SEAL)  
Frederica L. Coppel (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 16<sup>th</sup> day of May, A. D. 1891, before me J. A. Bonebrake, a Notary Public in and for said County and State, came James A. Coppel and Frederica L. Coppel his wife to me personally known to be the same person 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 Jan - 7<sup>th</sup> 1892 J. A. Bonebrake Notary Public.  
Recorded March 3 A. D. 1892, at 3<sup>55</sup> o'clock P - M.

James Brooks Register of Deeds

This following is endorsed on the original instrument -  
The notes herein described having been paid in full this mortgage is hereby released, and the lien hereby created discharged. No business my hand, this 22 day of April A.D. 1901.

Recorded April 22 - 1901 -  
J. A. Bonebrake  
Register of Deeds -  
Deputy -  
J. A. Bonebrake

