

JOURNAL CO. LAWYER &amp; BANK

This Indenture, Made this 14<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety three between Ella K. Cooper (Widow) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Eliza K. Coe of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do to grant, bargain, sell and mortgage to the said party of the second part her 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: An undivided One half (1/2) interest in the West half (1/2) and the North half (1/2) of the East half (1/2) of Lot number sixteen (16) and all of Lot number fourteen (14) on Kentucky Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she is the lawful owner 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

Three Hundred & 00 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Ella K. Cooper to the said party of the second part: payable Two (2) years from date at The Lawrence Nat. Bank of Lawrence Kas with interest at the rate of Eight (8) per cent per annum payable semi annually

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 her 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 her executors, administrators or assigns; and out of all the 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 Ella K. Cooper her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Ella K. Cooper (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 14 day of September, A. D. 1893, before me, a Notary Public in and for said County and State, came Ella K. Cooper widow

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 January 17 1895 Alfred Whitman Notary Public.  
Recorded Sept 14 A. D. 1893, at 3<sup>30</sup> o'clock P. M.

James Brooks Register of Deeds.

The following is inclosed an Original Indenture  
 Received of Ella K. Cooper the within named mortgagee  
 the sum of Three Hundred and 00 Dollars in full of  
 in fact of the within mortgage  
 Received Sept 24 1897  
 Mrs. Eliza K. Coe  
 James Brooks  
 By James Brooks

