

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this second day of January in the year of our Lord one thousand eight hundred and ninety four between Mary Kooper nee Mary Arnold and J. L. Kooper Husband and wife of Kansas in the County of Douglas and State of Kansas of the first part, and The Granite State Cement Association of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 successors 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: Commencing at thirty rods south of the southwest corner of the south west quarter of Section twenty nine (29) Township twelve (12) Range twenty (20), thence east Eighty (8) rods, thence south ten (10) rods, thence west Eighty (8) rods, thence north ten (10) to the place of beginning excepting forty feet off the west side of said lot, deeded to Samuel Farby

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary Kooper and J. L. Kooper Husband and 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

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Dollars according to the terms of one certain promissory this day executed and delivered by the said Mary Kooper and J. L. Kooper to the said party of the second part:

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 successors 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 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Mary Kooper and J. L. Kooper 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.

Signed and delivered in presence of

N. S. RushmerMary Kooper

(SEAL.)

J. L. Kooper

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7th day of January, A. D. 1895, before me, Joel L. White a Notary Public in and for said County and State, came Mary Kooper and J. L. Kooper Husband and 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 March 27 1897Recorded Jan 3 A. D. 1895 at 3:20 o'clock P. M.Joel L. White

Notary Public.

James Brooks

Register of Deeds.