

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this second day of January in the year of our Lord one thousand eight hundred and ninety five between Mary Kooper and J. L. Kooper husband & wife of Kooper in the County of Douglas and State of Kansas of the first part, and The Granite State Provident 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 Thirty Rods South of the North West cor. of the South West quarter Section Twenty Nine (29) Township number Twelve (12) Range number Twenty (20) Thence running East Eight (8) rods Thence running South Ten (10) rods Thence running West Eight (8) rods Thence running North Ten (10) rods to the place of beginning Except Forty feet off the West side of said lot deeded to Samuel Talley

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 & 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 note this day executed and delivered by the said Mary Kooper and J. L. Kooper to the said part 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, ~~appraisal hereby waived or not at the option of the part 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. U. RushmerMary Kooper

(SEAL.)

J. L. Kooper

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 11th day of January, A. D. 1895, before me, Joel S. White, a Notary Public in and for said County and State, came Mary Kooper and J. L. Kooper husband & 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 January 11th A. D. 1895 at 3:30 o'clock P. M.Joel S. White

Notary Public.

James Brooks

Register of Deeds.