

This Indenture, Made this fourth day of July in the year of our Lord one thousand eight hundred and ninety five between Fred Cooper and Ella Cooper his wife of Orange in the County of Orange and State of Kansas of the first part, and F. M. Hartman of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of seven hundred and 40/100 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: The North 50 acres of West half of the South West quarter of Section Eighteen Township Fifteen and Range Eighteen East

with all the appurtenances, and all the estate, title and interest of the said part parties of the first part of the first part therein. And the said 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 seven hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part 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 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 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 parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Fred Cooper (SEAL)  
Ella Cooper (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Orange

Be it Remembered, That on this 4 day of July, A. D. 1895, before me, E. J. Hilkey, a Notary Public in and for said County and State, came Fred Cooper and Ella 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 Dec 5 1897 E. J. Hilkey Notary Public.  
Recorded 11 13 A. D. 1895 at 9 o'clock P. M.

James Brooks Register of Deeds

The following is indorsement on the original instrument  
The note herein having been paid in full this Mortgage  
is hereby released and the lien thereby created discharged  
Witness my hand this 3rd day of Feb. 1900.  
F. M. Hartman

Witness my hand this 3rd day of Feb. 1900.  
F. M. Hartman

Recorded Feb 8 1900.