

This Indenture, Made this 5th day of December in the year of our Lord one thousand eight hundred and ninety nine between Henry Copp and Eliza Copp, his wife, of Eudora in the County of Douglas and State of Kansas of the first part, and Emma Kunkel of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred and Thirty One and 5/100 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 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 All Lots in Block Number Seventy Nine (79) Eighty (80) Eighty-One (81) Eighty Eight (88) Eighty Nine (89) Ninety (90) One Hundred and Seventeen (117) One Hundred and Eighteen (118) One Hundred and Nineteen (119) One Hundred and Twenty Seven (127) One Hundred and Twenty Eight (128) and One Hundred and Fifty (150) in the City of Eudora, according to the plat of said City, together with all streets, alleys and Public Square adjacent thereto

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Copp and Eliza Copp 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 except a mortgage of \$1500 given to Elmer Wilson in December, 1895, due in five years

This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred and Thirty One and 5/100 Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Henry Copp and Eliza Copp to the said party of the second part: Due in five years with 8 per cent. interest per annum from date, interest payable 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, 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 Henry Copp and Eliza Copp heirs and assigns.

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

Signed and delivered in presence of

Henry Copp (SEAL.)
Eliza Copp (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 5th day of December, A. D. 1899, before me, O. H. Richards, a Notary Public in and for said county and State, came Henry Copp and Eliza Copp 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 April 1st 1902 O. H. Richards Notary Public.
Recorded February 24 A. D. 1899, at 8³⁰ o'clock A.M.

H. P. Soxman
Register of Deeds.

The following is extracted from the original instrument -
The note being described having been paid in full, this mortgage is hereby released,
and the lien thereby created discharged. At witness my hand, this 20 day of March A.D. 1901
Emma Kunkel

Recorded Nov. 25-1901
H. P. Soxman
Register of Deeds
J. B. Kelly, J. C. Copman
Deputy

