

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fourth day of February in the year of our Lord one thousand eight hundred and ninety nine between Frank D. Cosby and Emma A. Cosby his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Hannah E. Hopkins of Carmel N.Y. 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 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: The north half of lot number fifty seven Town Twenty Sheet in the City of Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 Eight hundred Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Frank D. Cosby and Emma A. Cosby to the said party of the second part: Due on the 24th day of February 1905 with interest thereon from date to maturity or default as evidenced by coupons attached to said note and interest thereafter maturity 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 part 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 for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said parties of the first part 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

L. H. Cozart

Frank D. Cosby (SEAL)

Emma A. Cosby (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 24th day of February, A. D. 1899, before me, L. H. Cozart, a Notary Public in and for said county and State, came Frank D. Cosby and Emma A. Cosby his wife 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 Jan. 16th 1901 L. H. Cozart

Recorded February 24 A. D. 1899, at 3:03 o'clock P. M. L. H. Cozart Notary Public.

L. S. Doorman Register of Deeds.

The following is endorsed on original instrument  
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created, discharged. Witness my hand this 28th day of January A.D. 1903.  
Mrs Hannah E. Hopkins

Recorded Jan 28th 1903.  
AWB:pm  
Register of Deeds.

