

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety nine hundred (1900) between William Cooper and Sarah J. Cooper his wife of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and J. H. Cooper of the same county and state of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Thousand Three hundred and eighty 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: Begin at the northwest corner of the southeast quarter of section No. thirty three (33) in Township No. 3 North (3) Range No. twenty (20) thence east one hundred and sixty (160) rods, thence south eighty (80) rods, thence west one hundred and twenty (120) rods, thence south sixteen (16) rods, thence west of and (3) rods to the center of Coal Creek thence west along said creek to the west line of said southeast quarter of section thirty three, thence north to the place of beginning, (less the right of way conveyed to the Lawrence and Galvinton Railroad Co. by (3) rods more or less) Also the northwest quarter of the southeast quarter of section No. thirty four (34) in Township No. 3 North (3) Range No. twenty (20) thence north to the place of beginning, 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 Three thousand three hundred and eighty dollars, part of the purchase money of said premises according to the terms of Three certain promissory notes of this day executed and delivered by the said William Cooper to the said party of the second part: Due and payable as follows: \$125.00 or before one year after date 4/1/00, and before two years after date and \$130.00 or before three years after date, all bearing interest at six per cent per annum until maturity and ten per cent per annum after 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 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 part 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 cost 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 William Cooper, his 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

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 1st day of March 1900, A. D. 1899, before me, S. A. Ward, a Notary Public in and for said county and State, came William Cooper and Sarah J. Cooper 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 April 10 - 1901 S. A. Ward
Recorded March 9 A. D. 1900, at 9:30 o'clock A.M. Notary Public.

L. J. Norman
Register of Deeds.

The following is contained in the original instrument
The first herein described having been paid in full, this mortgage
is hereby released, and the lien hereby created, discharged. As witness
my hand, this 6th day of June A.D. 1901

J. H. Cooper

Recorded June 7 1901
L. J. Norman
Register of Deeds
By Alice B. Norman
Deputy