

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this fourth day of October in the year of our Lord, one thousand nine hundred and one, between Joseph H. Cooper, a widower, of Palmyra Township in the County of Douglas and State of Kansas, of the first part, and Mrs Elizabeth F. Doersch of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of thirteen hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he grant, bargain, sell and mortgage to the said part of 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 seventy three (73) acres of the East one hundred and ten (110) acres of the north west quarter of Section No. Sixteen (16) in Township No. Fourteen (14) of Range No. Twenty (20) East of Sixth P.M.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 thirteen hundred dollars - part of the purchase money according to the terms of one certain promissory note coupons this day executed and delivered by the said Joseph H. Cooper to the said part of of the second part

payable four years after date with interest at six per cent per annum payable semi annually, from March 1- 1902-

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 part of 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, 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 of 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 party of the first part his heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Joseph H. Cooper (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 4<sup>th</sup> day of October A. D. 1901, before me Joseph C. Riggs a Notary Public in and for said County and State, came Joseph H. Cooper (widower) 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 Nov - 29 - 1904 Joseph C. Riggs Notary Public

Filed for Record the 5<sup>th</sup> day of Oct A. D. 1901, at 3 o'clock P. M.

H. J. Johnson Register of Deeds

The following is endorsed on the original instrument  
This note herein described having been paid in full this Mortgage is hereby released and the lien thereon is discharged. As witness my hand this 12th day of January A.D. 1905  
Elizabeth F. Doersch

Recorded Jan 12, 1905.  
J. W. Armstrong  
Register of Deeds