

MORTGAGE RECORD No. 38.

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

This Indenture, Made this Second day of December in the year of our Lord, one thousand nine hundred and one, between William Cooper and Sarah J. Cooper, his wife, of Hickman Township in the County of Douglas and State of Kansas, of the first part, and Mary Jane Corman 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 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 part 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 west quarter of section No. Thirty three (33) in Township No. Thirteen (13) of Range No. Twenty (20) less .5 acres used and occupied by the Leavenworth Lawrence & Galveston, now the Southern Kansas Railroad Company.

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 Three thousand dollars according to the terms of one certain promissory note and, this day executed and delivered by the said parties of the first part to the said part of the second part

Payable on or before three years after date with interest at six per cent per annum payable annually. Privilege reserved of paying one hundred dollar or any multiple thereof at any interest paying period. 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 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 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, Sealed and Delivered in Presence of

William Cooper (SEAL.)
Sarah J. Cooper (SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 2^d day of December A. D. 1901, before me

Joseph E. Riggs 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 Nov. 29 1904 Joseph E. Riggs Notary Public

Filed for Record the 4th day of Dec. A. D. 1901, at 4 o'clock P. M.
W. J. Donnan Register of Deeds

The following is endorsed on the original instrument.
The note herein described having been paid in full. This mortgage is hereby released and the lien thereby created is hereby released.
Witness my hand this 15 day of Nov. A.D. 1904
Attest J. A. Wintergreen
J. A. Wintergreen
Lloyd L. Lawrence Register of Deeds