

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 23rd day of October in the year of our Lord, thirteen hundred and four, 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 Mary Jane Carrman of the second part: of Eugene State of Oregon

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 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 West Quarter of Section No. Thirty three (33) in Township No. Thirteen (13) of Range No. Twenty (20) less (5) five acres, used and occupied as right of way of the Lawrenceville Lawrence and Suburban now 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 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 like amount given to the above named party of the second part due Dec. 5, 1904 and for which this mortgage is given in renewal. 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 note & coupons this day executed and delivered by the said parties of the first part to the said party of the second part payable in or before five years after December first A.D. 1904 with interest payable annually at five per cent per annum, with right reserved to pay 100 crany multiple at any interest payable in kind

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; 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their 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, Sealed and Delivered in Presence of

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

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 23rd day of October A. D. 1904, before me Joseph B. 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires March 29th 1905 Joseph B. Riggs Notary Public.

Filed for Record the 17th day of Nov. A. D. 1904, at 1³⁰ o'clock P. M.

A. W. Armstrong Register of Deeds.
By David E. Armstrong Deputy.

for Release See Book 4 Page 475