

MORTGAGE RECORD No. 43.

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

This Indenture, Made this twenty sixth day of January in the year of our Lord, nineteen hundred and one, between Charles Goplinski and Laura Goplinski, his wife of Kanawaka Township in the County of Douglas and State of Kansas, of the first part, and Miss B. Coates of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand (1000) Dollars, to them duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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:

The south sixty (60) acres of the southeast quarter of section six (6) township thirteen (13) range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles Goplinski & Laura Goplinski his wife 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 one thousand dollars according to the terms of one certain note this day executed and delivered by the said Charles Goplinski & Laura Goplinski his wife to the said part y of the second part

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 y 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; 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 part y making such sale, on demand, to said Goplinski, his wife & heirs heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Charles Goplinski [SEAL]  
Mrs. Laura Goplinski [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 26<sup>th</sup> day of January A. D. 1906, before me

E. H. Neville a Notary Public in and for said County and State, came Charles Goplinski and Laura Goplinski to me personally known to be the same

person s 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 October 19<sup>th</sup> 1906

E. H. Neville  
Notary Public.

Filed for Record the 19 day of June A. D. 1906, at 2<sup>15</sup> o'clock A. M.

W. H. Armstrong Register of Deeds.  
By One Armstrong deputy.

The following is enclosed on the original instrument:  
My Note given where we have been paid in full  
This mortgage is hereby released and the duty of mortgage  
created is changed. As witness my hand this 28 day of July  
1906  
Miss B. Coates  
Attest H. E. Armstrong  
Register of Deeds

Recorded July 20<sup>th</sup> 1906  
W. H. Armstrong  
Register of Deeds