

MORTGAGE RECORD No. 45.

545

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this seventh day of June in the year of our Lord one thousand nine hundred and ten between L. S. Cooper and wife Elizabeth A. Cooper of Douglas in the County of Douglas and State of Kansas, of the first part, and

Helia Gorman and W. L. Gorman her husband of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Three Hundred 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 parties of the second part 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 half of the South East quarter of Section number eighteen (18) Township No. Fourteen (14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said L. S. Cooper, his wife Elizabeth A. Cooper 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand one hundred Dollars according to the terms of a certain note this day executed

and delivered by the said L. S. Cooper and his wife Elizabeth A. Cooper to the said parties of the second part said note due June seventh, nineteen hundred and eleven and of note is \$2100.00 with five per centum per annum

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 for 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 parties of the second part, their 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 sale to retain the amount thereof of the 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 parties making such sale, on demand, to said Helia Gorman, W. L. Gorman 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
Louis H. Griffith L. S. Cooper [SEAL]
Justice of the Peace for Douglas Elizabeth A. Cooper [SEAL]
Co. Jans [SEAL]

STATE OF KANSAS, } ss.
County of Osage

BE IT REMEMBERED, That on this seventh day of June A. D. 1910, before me, a Justice of the Peace, a Notary Public in and for said County and State, came L. S. Cooper and Elizabeth Cooper his wife to me personally known to be the same persons 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 1 Justice of the Peace Louis H. Griffith Notary Public.

Filed for Record the 8th day of June A. D. 1910, at 10th o'clock a. M.

Edmond L. Lawrence Register of Deeds.
Myrna Lubke McKinnell Deputy.

Recorded Aug 12 1910
By J. H. Lawrence
Register of Deeds
Osage County, Kansas

This mortgage is not a lien on the premises, but is a lien on the proceeds of the sale of the premises.