

# MORTGAGE RECORD No. 49.

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

The following is endorsed on the original instrument:  
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created is discharged.  
Attest my hand this 11th day of Nov. 1912  
Jennie Watt  
Register of Deeds

Recorded April 2nd 1912  
Lloyd L. Lawrence  
Register of Deeds

This Indenture, Made this 21st day of November in the year of our Lord one thousand and nine hundred and twelve, between Jacob L. Kooper and Mary Kooper, his wife of the Township of Kanwaka in the County of Douglas and State of Kansas, of the first part, and  
Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One 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 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 East Eighty-five (85) acres of the South-east quarter of Section Eleven (11) in Township Thirteen (13) of Range Eighteen (18) in Said County and State, being the homestead of the parties of the first part.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause making loss payable to said mortgagee, or his assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage to draw interest until paid at 10%. (It is understood by & between parties hereto that the fee simple title to property herein described is in name of said Mary H. Kooper & the mere fact that her husband's name appears first in the drawing up of this mortgage shall in no way effect the validity thereof.)

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 One Thousand Dollars according to the terms of one certain Note this day executed and delivered, by the said Parties of the first part to the said party of the second part Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached

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, 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 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 seals the day and year first above written.

Signed, Sealed and Delivered in presence of  
Jennie Watt  
Jacob L. Kooper [SEAL]  
Mary H. Kooper [SEAL]  
[SEAL]

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 21st day of Nov A. D. 1912, before me, Jennie Watt a Notary Public in and for said County and State, came Jacob L. Kooper and Mary Kooper, 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 20 Feb 1916 Jennie Watt Notary Public.

Filed for Record the 22 day of Nov A. D. 1912, at 11 o'clock A. M.  
Lloyd L. Lawrence Register of Deeds.  
Deputy.