

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 16<sup>th</sup> day of April in the year of our Lord nineteen hundred seventeen 1917, between Orrin H. Cooper, single of Douglas in the County of Douglas and State of Kansas, of the first part, and John D. A. Norton of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Twenty-five Hundred and 25.00 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has as sold, and by these presents do as grant, bargain, sell and mortgage to the said part of 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 Half of the north west quarter of Section Twenty-eight (28) in Township Thirteen (13) South, Range Twenty (20) East of the 6<sup>th</sup> Principal Meridian, except the land taken up by Right of way, being the easement of the A.T. & S.F. Ry. Co. over said land.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Orrin H. Cooper do as hereby covenant and agree that at the delivery hereof he is the lawful owner of 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 Twenty-five Hundred and 25.00 Dollars according to the terms of one certain note this day executed to to the said part of of the second part and delivered by the said Orrin H. Cooper said note to draw interest at six percent from date, payable semi-annually, and due on or before the 1<sup>st</sup> day of April A.D. 1917 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 of 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 of making such sale, on demand, to said Orrin H. Cooper heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has as herunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Orrin H. Cooper (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of April A. D. 1917, before me, the undersigned a Notary Public in and for said County and State, came Orrin H. Cooper, single 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 Jan 25 1918 Geo. H. Kuhne Notary Public.

Filed for Record the 16<sup>th</sup> day of April A. D. 1917, at 4:35 o'clock P.M.

Estelle D. Northrup Register of Deeds.

Deputy.

This document is subject to the official seal of the State of Kansas, and the seal of the County of Douglas, and the seal of the Notary Public, and the seal of the Register of Deeds.

Recorded Feb 27<sup>th</sup> 1922

Estelle D. Northrup  
Register of Deeds