

# MORTGAGE RECORD NO. 58

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This Indenture, Made this 17th day of December in the year of our Lord nineteen hundred eighteen (1918) between Charles H. Cooper & Ed. Allen Cooper, his wife and Edwin H. Cooper & L. E. Cooper, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. B. Glazier of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four Thousand and 700 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 North West quarter of Section Eight (8) in Township  
Forteen (14), South, Range Twenty (20) East of the Sixth Principal  
Meridian, containing (160) acres, more or less according to  
Government Survey.

with all the appurtenances, and all the estate, title and interest of the said party 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 Four Thousand and 700 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.

and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, for 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 sale, and the overplus, if any there be, shall be paid by the party of the second part making such sale, on demand, to said parties of the first part their heirs and assigns. Revenue Stamp Attached to note

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 the presence of  
E. B. Huppel Chas. H. Cooper (SEAL)  
Edwin H. Cooper (SEAL)  
Edna E. Cooper (SEAL)  
Edna E. Cooper (SEAL)

STATE OF KANSAS, } ss.  
Douglas County

BE IT REMEMBERED, That on this 17th day of December A. D. 1918, before me, the undersigned a Notary Public in and for said County and State, came Charles H. Cooper, his wife Edna E. Cooper and Charles H. Cooper and  
his wife Edna E. Cooper to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

(L.S.) 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 January 13 1920 John C. Emick Notary Public.

Filed for Record the 16 day of January A. D. 1919 at 5:10 o'clock P.M.  
Edwin Northrup Register of Deeds  
Ferne Glaser Deputy.

This mortgage is intended to secure the payment of the sum of \$4,700.00 and interest thereon, as provided in the mortgage note attached hereto. The mortgage is not to be construed as a sale of the land described herein.

Recorded Feb 21 1922  
E. B. Huppel  
Register of Deeds  
Douglas County, Kansas

RECORDS STATE BANK