

MORTGAGE RECORD NO. 58

the year of our Lord  
in the County of  
of the second part:  
of the sum of  
DOLLARS,  
grant, bargain,  
act or parcel of land  
of section (19),  
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sum of  
of the second part  
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shall become due  
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(SEAL)  
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the day and year  
try Public.  
lock a.M.  
gister of Deeds  
Deputy.

This following is endorsed on the original instrument.  
released and the lien thereby created discharged.  
As witness my hand this 10<sup>th</sup> day of April A. D. 1923  
August  
Mrs. Mattie Deskins  
Frank J. Deskins

Recorded April 10 1923  
Jas B. McElman  
Register of Deeds

This Indenture, Made this Ninth day of April in the year of our Lord nineteen hundred and twenty between O. H. Cooper and Edna F. Cooper, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mattie Deskins of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two 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 her 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 One Half (1/2) of the South East Quarter (1/4) of Section thirty five (35), Township thirteen (13), Range twenty (20) in Douglas County, Kansas.  
The mortgagors agree to keep the buildings on premises, now erected or to be hereafter erected, insured against fire, lightning and windstorm to the extent of their insurable value in a company or companies approved by the mortgagee, her agents or assigns, with mortgage clause attached making loss payable to said mortgagee or her assigns, and interest may accrue, and failing to do so, holder of mortgage may have same insured and the cost of so doing added to the mortgage.

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 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 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 three 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 payments 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 her heirs, 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 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 making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of  
Jennie Platt  
O. H. Cooper  
Edna F. Cooper  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 9<sup>th</sup> day of April A. D. 1922, before me, Jennie Platt a Notary Public in and for said County and State, came O. H. Cooper and Edna F. Cooper, his wife, 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 March 5<sup>th</sup> 1924  
Filed for Record the 10<sup>th</sup> day of April A. D. 1922, at 8<sup>55</sup> o'clock a.M.  
Jennie Platt Notary Public.  
Estlin Schupf Register of Deeds  
James Sloan Deputy.