

This Indenture made this 16th day of February in the year of our Lord one thousand eight hundred and eighty five between W. L. Cooper and Ella F. Cooper husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part and Cassander W. Hedger of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 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:

Lot Fourteen (14) and West half of Lot Sixteen (16) on Kentucky Street in the City of Lawrence with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said W. L. Cooper does hereby covenant and agree that at the delivery hereof he is 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 except a prior mortgage. This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars on or before four years from Feb. 16, 1885, according to the terms of five certain promissory note this day executed and delivered by the said W. L. Cooper 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 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 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns: and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale, and the surplus if any there be shall be paid by the party making such sale on demand to the said party of the first part or his heirs or assigns.

In Witness Whereof, The said parties of the first part

The following is inclosed on the original instrument
Received payment & satisfaction given
Cassander Hedger
Feb. 1885 at 5 o'clock P.M.
Cassander Hedger