

VOL. P, PAGE 44
Nov. 19, 1860

This Indenture made on the nineteenth day of November in the year of our Lord One Thousand Eight Hundred and Sixty by and between Eliza Kookogy and Samuel Kookogy parties of the first part and Lewis Burnes party of the second part, Witnesseth: That the said parties of the first part for and in consideration of Three Hundred Dollars to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, all the following described piece parcel or tract of land situated and being in the County of Leavenworth and Territory of Kansas to wit: The South East quarter of Section Number Seventy five (25) in Town, ship number Eight (8) of Range Number (20) Township of the Delaware Trust Lands, situate lying and being in the County of Leavenworth in the Territory of Kansas. To Have and To Hold the same

I Lewis Burrows to whom the within mortgage from Eliza Kookogy and Samuel J. Kookogy was granted do hereby confer full satisfaction of the same, and full payment of the debt therein described, and I hereby release and discharge the property therein described from the lien of the mortgage. Witness my hand and seal this 22nd day of Nov 1862
Lewis Burrows, Register

with all and singular the hereditaments and appurtenances thereto belonging unto the party of the second part, his heirs and assigns forever. Provided always and these presents are upon this express condition, that whereas the said Eliza Kookogy and Samuel Kookogy have this day executed and delivered their certain promissory note in writing to the party of the second part, of which the following is a copy: \$ 300. 00 Leavenworth City November 19th 1860. Twelve months after date we or either of us promise to pay to the order of Lewis Burrows Three Hundred 00/100 Dollars for value received, negotiable and payable without defalcation or discount at the Banking house of Scott Rice & Co in Leavenworth with interest after maturity at the rate of twenty per centum per annum.

Eliza ^{his} Kookogy. S. J. Kookogy. attest W. H. Reel.
Now if the said parties of the first part, shall and truly pay or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or any part thereof or any interest thereon, is not paid when the same is due, then and in that case the whole of said sum and interest shall immediately become due and payable, or if the taxes and assessments of every nature which are assessed or levied against said premises, are not paid at the time when the same are by law made due and payable, then in like manner the whole of said sum shall immediately become due and payable, and upon forfeiture of this Mortgage, the party of the second part, shall be entitled to the possession of said premises, and may have decree of sale of said land for the highest price the same will bring in cash in hand, hereby waiving any and all appraisement valuation and exemption laws now or hereafter in force, also waiving all right of redemption after such sale. In Witness whereof the said parties of the first part have hereunto set their hands and seals the date aforesaid.

Signed, sealed & delivered
in presence of
W. H. Reel

Eliza ^{his} Kookogy
S. J. ^{his} Kookogy



Secretary of Kansas
Leavenworth County } ss

Be it remembered that on this nineteenth day of November A.D. Eighteen Hundred and Sixty before me the undersigned a Notary Public in and for the County & Territory aforesaid, came Samuel J. Kookogy and Eliza Kookogy his wife who are to me well known to be the identical persons whose names are affixed to the foregoing instrument of writing as grantors and who acknowledged the same to be their voluntary act and deed for the purposes therein mentioned. And she the said Eliza Kookogy wife of the said Samuel J. Kookogy being by me made acquainted with the contents and effect of the said deed on an examination separate and apart from her said husband, acknowledged that she relinquishes her dower in the Real Estate therein conveyed with

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executed the same freely and voluntarily and without undue influence or compulsion of her said husband.

In Testimony whereof I have hereto set my hand and affixed my official seal at the City of Leavenworth in the County and Territory aforesaid the day and year last above written.

Wm H. Reel

Notary Public

Notarial Seal

Recorded November 19th A.D. 1860 at 3 1/2 o'clock P. M.

W. S. VanDoren Register of Deeds

Nov. 19, 1860

The Indenture made on the nineteenth day of November in the year of our Lord One Thousand Eight Hundred and Sixty by and between Eliza Kookogey and Samuel Kookogey parties of the first part and Lewis Burnes party of the second part, Witnesseth: That the said parties of the first part for and in consideration of Three Hundred Dollars to them in hand paid by the part of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant bargain, sell and convey into the said party of the second part, his heirs and assigns forever, all the following described piece parcel or tract of land situated and being in the County of Leavenworth and Territory of Kansas, to wit: The South East quarter of Section Number Twenty five (25) in Township number Eight (8) of Range Number (20) Twenty of the Delaware Trust Lands, situate lying and being in the County of Leavenworth in the Territory of Kansas. To Have and To Hold the same with all and singular the hereditaments and appurtenances thereunto belonging unto the party of the second part, his heirs and assigns forever. Provided always and these presents are upon this express condition, that whereas the said Eliza Kookogey and Samuel Kookogey have this day executed and delivered their certain promissory note in writing to the party of the second part, of which the following is a copy: \$300.00 Leavenworth City November 19th 1860. Twelve months after date we or either of us promise to pay to the order of Lewis Burnes Three Hundred 00/100 Dollars for value received, negotiable and payable without defalcation or discount at the Banking house of Scott Kere & Co. In Leavenworth with interest after maturity at the rate of twenty per cent per annum.

Eliza (her mark) Kookogey S. J. Kookogey Attest W. A. Ruel

Now if the said parties of the first part, shall and truly pay or cause to be paid the said sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or any part thereof or any interest thereon, is not paid when the same is due, then and in that case the whole of said sum and interest shall immediately become due and payable, or if the taxes and assessments of every nature which are assessed or levied against said premises, are not paid at the time when the same are by law made due and payable, then in like manner the whole of said sum shall immediately become due and payable, and upon forfeiture of this Mortgage, the party of the second part, shall be entitled to the possession of said premises, and may have decree of sale of said land for the highest price the same will bring in cash in hand, hereby waving any and all appraisement valuation and exemption laws now or here after in force, also waving all right of redemption after such sale. In Witness whereof the said parties of the first part have hereunto set their hands and seals the date aforesaid.

Eliza (her mark) Kookogey [Seal]
S. J. Kookogey [Seal]

Signed, sealed & delivered
in presence of
W. H. Ruel

Territory of Kansas
Leavenworth County

Be it remember that on this nineteenth day of November AD. Eighteen Hundred and Sixty before me the undersigned a Notary Public in and for the County & Territory aforesaid, came Samuel J. Kookogey and Eliza Kookogey his wife who are to me well known to be the identical persons whose names are affixed to the foregoing instrument of writing as grantors and who acknowledged the same to be their voluntary act and deed for the purposes therein mentioned. And the the said Eliza Kookogey wife of the said Samuel J. Kookogey being by me made acquainted with the contents and effect of the said deed on an examination separate and apart from her said husband, acknowledged that she relinquishes her power in the Real Estate therein conveyed that she executed the same freely and voluntarily and without undue influence or compulsion of her said husband.

In Testimony whereof I have hereto set my hand and affixed my official seal at the City of Leavenworth in the County and Territory aforesaid the say and year last above written.

W. H. Ruel [Notarial Seal]
Notary Public

Recorded November 19th AD. 1860 at 3 ½ o'clock P. M.
W. S. VanDoren Register of Deeds

I Lewis Burnes to whom the within mortgage from Eliza Kookoegy and Samuel J. Kookogey was executed do hereby confess full satisfaction of the same, and full payment of the note therein described and I hereby release and discharge the property therein described from the lien of this mortgage. Witness my hand and seal May 22nd 1862.

Lewis Burnes [Seal]

Witness
W. S. VanDoren Register of Deeds