

## MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this First day of January in the year of our Lord, one thousand nine  
hundred and one, between J. M. L. Hatt and Jennie M. Hatt, his wife,  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and H. W. Cockins  
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Four 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 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 north ten acres of the following described land to wit: Beginning at  
the north east corner of the south west q. of section 17- Township 12 (S)  
of Range 20 (E) thence running South 20 chains thence west 10  $\frac{1}{100}$  chains  
(New 3 $\frac{1}{2}$  chains) to the right of way of S. P. R. R. Co. thence north along said  
right of way to intersection of quarter section line thence east 9  $\frac{7}{100}$  chains  
to beginning.

with all the appurtenances, and all the estate, title and interest of the said part of 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 hundred dollars  
according to the terms of Four certain Notes this day executed  
and delivered by the said J. M. L. Hatt and wife to the said part of of the second part

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 costs 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 the said parties of the first part, their  
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

J. M. L. Hatt (SEAL)  
Jennie M. Hatt (SEAL)  
(SEAL)

STATE OF KANSAS, }  
County of Douglas } COUNTY } ss.

BE IT REMEMBERED, That on this 14<sup>th</sup> day of January A. D. 1902, before me  
H. E. Benson a Notary Public in and for said County and State, came  
J. M. L. Hatt and Jennie M. Hatt, 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 set my hand and affixed my official seal on the day and year last above  
written.  
My Commission Expires Jan. 26<sup>th</sup> 1903 H. E. Benson Notary Public

Filed for Record the 15<sup>th</sup> day of Jan. A. D. 1902, at 2<sup>55</sup> o'clock P. M.

H. J. Bowman Register of Deeds

The following is a copy of the original instrument. The note herein described having been paid in full, this mortgage is hereby released, and the same is hereby ordered to be discharged. W. W. Cockins

Recorded July 24 A.D. 1903  
A. W. Bowman  
Register of Deeds  
By J. Bowman Deputy