

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Copyright 1917, by The Standard Mortgage Co., Inc., New York, N. Y.

This Indenture, Made this 27th day of August in the year of our Lord, One Thousand
and two, between John Hunt & Minnie Hunt - his wife
 of Clinton in the County of
Douglas and State of Kansas, of the first part, and James M. Harrell
 of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
four hundred and fifty - seven & $\frac{20}{100}$ 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 2^d of the second part 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: Beginning at a point situate (12) rods north of the south
line and thirteen hundred and thirty seven (1337) feet east of the west
line of the north west quarter (1/4) of section No. twenty six (26) in Township No. Thirteen (13)
south of Range No. Eleven (11) East of the 6th P. M. Meridian running north six hundred and eighty
(680) feet to the center of channel of Rock Creek, thence along and up the
channel of said creek, northwesterly to mouth of ditch six hundred and sixty
eight and one (688 1/2) feet south and four hundred and sixty two (462) feet east
of the north west corner of said section twenty six (26) thence along the
center of ditch to the west line of said section, thence north to the north
west corner of said section, thence east one hundred (100) rods, thence south
one hundred and forty four (144) rods, thence west three hundred and thirteen
(313) feet to the place of beginning, containing thirty five and $\frac{20}{100}$ acres - more or less,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
John Hunt and Minnie Hunt - his wife 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 except a first mortgage of five hundred
dollars held by Julia Freund and due in five years.

This Grant is intended as a Mortgage to secure the payment of the sum of
four hundred and fifty seven & $\frac{20}{100}$ dollars
 according to the terms of a certain Note this day executed
 and delivered by the said John Hunt and Minnie Hunt - his wife to the said part 2^d of the second part
this is a second mortgage on said land.

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 2^d of the second part 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if
any there be, shall be paid by the part 1st of the first part, on demand, to said John Hunt his wife Minnie Hunt
heirs and assigns.

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 Presence of

Will HarrellWitnessJohn Hunthis wifeMinnie Hunt

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 27 day of August A. D. 1922, before me
Maggie O. Woodward a Notary Public in and for said County and State, came
John Hunt & Minnie Hunt - 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 Feb. 16 1924M. A. Woodward

Notary Public.

Filed for Record the 5th day of Sept. A. D. 1922 at 1³⁰ o'clock P. M.G. B. Looman, Register of Deeds.By Lilla B. Looman, Deputy.

In consideration of full pay-
 ment of the within mortgage I
 hereby release the same this
27th day of Sept. 1922

ATTEST:

Eddie PhillipsJames M. Harrell

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 (For Assignment see Book 61, Page 509)

In consideration of full pay-
 ment of the within mortgage
 I hereby

all of G. B. Looman
 Deeds Reg. of Deeds