

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form, Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 15 day of April in the year of our Lord, Nineteen hundred and thirty, between J. A. Hoffman and his wife Effie A. Hoffman of Douglas in the County of Douglas and State of Kansas, of the first part, and Alexander Hoffman & Anna P. Hoffman or the survivor thereof of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Nine 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 parties of the second part their 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: Commencing twenty (20) Rods north of the south East corner of Section Twenty Six (26) Township Sixty (60) South of Range Eight (8) East of the 6th PM; thence West Forty Four (44) Rods; thence South Twenty (20) Rods; thence West (30) Thirty Rods; thence North Sixty (60) Rods; thence west by south eleven (11) degrees, Sixty Five (65) Rods to the end of a corner running northwesterly thence along center said corner to its intersection with the north line of said quarter section; thence north along said west line to the north west corner of said quarter section; thence east one hundred and sixty Rods (60) to the North East corner of said quarter section; thence south one hundred and forty two rods more or less to the place of beginning 155 1/8 acres more or less.

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 Nine Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to secure payment of purchase money for to the said party of the second part payable ten years after date with interest from March 1, 1904, at the rate of five percent per annum.

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 parties of the second part their 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 parties making such sale, on demand, to said J. A. Hoffman ^{his wife} heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

John A. Hoffman [SEAL.]
Effie A. Hoffman [SEAL.]

[SEAL.]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 15 day of April A. D. 1904, before me

Mrs. A. Banks a Notary Public in and for said County and State, came J. A. Hoffman and Effie A. Hoffman husband and 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 Nov 27 1904

Ker A. Banks

Notary Public.

Filed for Record the 18 day of April A. D. 1904, at 1:00 o'clock P. M.

All Armstrong Register of Deeds.

J. S. Lowman Deputy.

(The following is endorsed on the original instrument)

The note herein described having been paid in full, this mortgage is hereby released and the

same thereby created discharged. As witness my hand this 15 day of April A. D. 1914.

Floyd L. Lawrence Lewis Mack Alexander Hoffman

Reg. Deed. witness

Received Jan 16 1914 Floyd L. Lawrence Lewis Mack Alexander Hoffman