

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twenty fourth day of February in the year of our Lord, nineteen
hundred and four, between August Hackbart and Hackbart, his wife
 of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
Rosa Meirhofer of Saint Joseph Missouri 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 party of the second part her 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 Number Eighty five 155 Connecticut Street
in Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
August Hackbart and Mary Hackbart 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 one certain note this day executed
 and delivered by the said August Hackbart and Mary Hackbart to the said party of the second part
her heirs or assigns

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 party of the second part her 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 party making such sale, on demand, to said August Hackbart
 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

August Hackbart [SEAL]
Mary Hackbart [SEAL]
 [SEAL]

STATE OF KANSAS, } ss.
Douglas County

BE IT REMEMBERED, That on this 24 day of Feb A. D. 1904, before me

John M. Newlin a Notary Public in and for said County and State, came
August Hackbart and Mary Hackbart

to me personally known to be the same
 persons 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 April 11 1904

John M. Newlin Notary Public.

Filed for Record the 26 day of February A. D. 1904, at 12 o'clock P. M.

Alb. Armstrong Register of Deeds.
By J. C. Bowman Deputy.

The following is enclosed on the original instrument
 the party herein described having been paid in full this mortgage
 is hereby released and the lawfully created charge
 is hereby released and the lawfully created charge
 is hereby released and the lawfully created charge

Recorded Aug 24 1904
 Old City of Deeds
 Register of Deeds