

MORTGAGE RECORD No. 42.

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

This Indenture, Made this First day of June, in the year of our Lord, 1922, between Thomas K. Hogan and Ethel Hogan, his wife, of the Township of Douglas in the County of Douglas and State of Kansas, of the first part, and M. M. Marley of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred and fifty 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 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 South East and one-half (1/2) acres of the South West quarter (1/4) of the North East quarter (1/4) of Section number Eighteen (18) in Township number Four (4) of Range number Twenty (20) in said County and State

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 Two hundred & fifty Dollars according to the terms of an certain note this day executed and delivered by the said Parties of the first part to the said party of the second part Payable two years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 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 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 Parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
Jennie Watt

Thomas K. Hogan [SEAL]
Ethel Hogan [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 1st day of June, A. D. 1922, before me

Jennie Watt a Notary Public in and for said County and State, came Thomas K. Hogan and Ethel Hogan, his wife,

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 30th Dec 1922

Jennie Watt Notary Public.

Filed for Record the 3rd day of June, A. D. 1922, at 10 o'clock - A. M.

W. W. Armstrong Register of Deeds.
Deputy.

The foregoing is ordered in duplicate and the original is to be filed in the office of the Register of Deeds, Douglas County, Kansas, and the other copy is to be filed in the office of the Register of Deeds, Douglas County, Kansas, and the other copy is to be filed in the office of the Register of Deeds, Douglas County, Kansas.

By value Oct. 10, 1904
W. W. Armstrong
Register of Deeds