

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Thirtieth day of May in the year of our Lord, nineteen hundred and Four (1904), between William M. Hace and Mary A. Hace, his wife, of Douglas and State of Kansas, of the first part, and Frank L. Hamlin and Mary D. Wright, Trustees for Margaret Wright, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand (\$2000) 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:

The North East Quarter of Section number Ten (10), in Township number Twelve (12), South, of Range number Eighteen (18), East of the 2^d P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William M. Hace and Mary A. Hace, 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 inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said second parties, their heirs and assigns, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars

according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said parties of the second part due in Five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed to above described property. 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 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 Presence of

W. M. Hace. [SEAL]
Mary A. Hace. [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 5th day of June A. D. 1904, before me

the undersigned a Notary Public in and for said County and State, came William M. Hace and Mary A. Hace, 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 Feb 29 - 1905

Joseph E. Riggs. Notary Public.

Filed for Record the 5th day of June A. D. 1904, at 10²⁰ o'clock A. M.

Edw. Armstrong Register of Deeds.
Deputy.

(For Extraction see dead book 14 Page 88)