

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. J. C. H. Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 10 day of October in the year of our Lord, Twentieth Hundred and First, between J. C. Hoover and Mary E. Hoover of Douglas in the County of Kansas and State of Kansas, of the first part, and Charles Harry House of New Rich Co. Mo. of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Hundred (\$1300.00) Dollars, to and 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 North Half (1/2) of South East Quarter (SE 1/4) of Section One (1) Township Fourteen (14) Range Eighteen (18) East of 6th T. N.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. C. Hoover and Mary E. Hoover do hereby covenant and agree that at the delivery hereof by law 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

Thirteen Hundred Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said parties of the second part payable three years after date with interest from date at the rate of six per cent per annum payable semi-annually according to six interest coupons for \$50.00 each attached to said note

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 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 parties making such sale, on demand, to said J. C. Hoover, his 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

Geo. A. Banks

J. C. Hoover

[SEAL.]

M. E. Hoover

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 10 day of October A. D. 1901, before me

Geo. A. Banks

J. C. Hoover and Mary E. Hoover husband and 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 Nov. 25

Geo. A. Banks

Notary Public.

Filed for Record the 5 day of Oct A. D. 1901 at 3 o'clock P.M.

Edw. Branstetter

Register of Deeds.

By Elie C. Branstetter Deputy.

This mortgage is being recorded on the original instrument
 as the same was recorded in the office of the Register of Deeds
 in the year 1901 and the same is being recorded in the office of the
 Register of Deeds in the year 1901.

Recorded October 10-1901
 W. D. Branstetter
 Register of Deeds

All the said parties of the first part hereby agree to pay all taxes and assessments on said land and interest