

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO. PRINTERS. Unaltered Black Book Makers. Lawrence, Kan.

This Indenture, Made this 3<sup>d</sup> day of May in the year of our Lord, Nineteen  
hundred and five, between John B. Hogg and Olive Hogg  
his wife of Douglas in the County of  
Douglas and State of Kansas, of the first part, and  
William Henry of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of  
Two Hundred (\$200.<sup>00</sup>) 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 part 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 East quarter of the South East quarter, less ninety  
five feet off of the North side of said North East quarter of said  
South East quarter, also the North West quarter of the South East quarter  
and ninety five feet off of the South side of the South West quarter of the  
North East quarter, all in Sec No. 1 Town 12 Range 12

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
John B. Hogg and Olive Hogg do hereby covenant and agree that  
at the delivery hereof the being 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 Except a Mortgage of Five Hundred and  
fifty Dollars made to William Henry. This Grant is intended as a Mortgage to secure the payment of the sum of

\$ 200.<sup>00</sup>  
according to the terms of one certain Note this day executed  
and delivered by the said John B. Hogg and Olive Hogg to the said part of the second part

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 part 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 part making such sale, on demand, to said John B. Hogg and Olive Hogg, their  
heirs and assigns.

IN WITNESS WHEREOF, The said part 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  
John B. Hogg [SEAL]  
Olive Hogg [SEAL]

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 3<sup>d</sup> day of May, A. D. 1905, before me  
Justice of the Peace, a Notary Public in and for said County and State, came  
John B. Hogg and Olive Hogg, his 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 1  
Thomas J. Custard Notary Public.  
Justice of the Peace  
Filed for Record the 5<sup>th</sup> day of May, A. D. 1905, at 11<sup>00</sup> o'clock A.M.  
A. W. Armstrong Register of Deeds.  
Deputy.

The following is recited on the original instrument:  
The party herein described having been paid in full this mortgage  
is hereby released and the line hereby of record is hereby  
As witness my hand this 13<sup>th</sup> day of May 1905.  
William Henry

Recorded March 14 1906.  
W. H. Armstrong  
Register of Deeds