

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form - *James H. Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.*

This Indenture, Made this 15 day of May in the year of our Lord, Twenty Hundred and Five, between Owando Hooford and Helen M. Hooford, his wife, of the City of Douglas and State of Kansas, of the first part, and Grandville Yager of the second part:

Witnesseth, That the said part^{ies} of the first part, in consideration of the sum of One Thousand 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^y 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:

Lot number Two hundred and seventeen (217) on this street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part^{ies} 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 owner^s 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 One Thousand 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 part^y of the second part payable three 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 part^y 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^y making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part^{ies} 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

Jennie Watt

Owando Hooford [SEAL]

Helen M. Hooford [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 15 day of May A. D. 1905, before me a Notary Public in and for said County and State, came Jennie Watt, Owando Hooford and Helen M. Hooford 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 30 Mch. 1915

Jennie Watt Notary Public.

Filed for Record the 17 day of May A. D. 1905, at 3:30 o'clock P. M.

A. W. Armstrong Reg.

Register of Deeds.

W. E. Armstrong Deputy.

This document is recorded on the original - registered - and is not herein described having been found in full. This mortgage is hereby released and the lien thereon is hereby discharged. A. W. Armstrong, Register of Deeds, Sept 28, 1909.

Recorded Sept 28 1909

Hoyd & Lawrence

Register of Deeds