

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twelfth day of July in the year of our Lord, 1905
hundred and five, between Edwin M. Hopkins and Madeline M. Hopkins, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Frank A. Hopkins of Joplin New York of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Thousand and No hundredths Dollars, to them duly paid, the receipt of which is hereby acknowledged, had, sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 One hundred and sixty nine (169) and North half of Lot one hundred and seventy one (171) on Tennessee St. in the City of Lawrence County of Douglas, State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Edwin M. Hopkins and Madeline M. Hopkins 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 whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Thousand Dollars.

according to the terms of One certain Note this day executed and delivered by the said Edwin M. Hopkins and Madeline M. Hopkins to the said part 2d of the second part payable One year from date with interest at five per cent per annum.

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 2d 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 2d making such sale, on demand, to said part 1st of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha 2d hereunto set their hand 5 and seal 5 the day and year first above written.

Signed, Sealed and Delivered in Presence of

Edwin M. Hopkins [SEAL]
Madeline M. Hopkins [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 12th day of July A. D. 1905, before me Geo A. Banks, a Notary Public in and for said County and State, came Edwin M. Hopkins and Madeline M. Hopkins 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 27th 1905. George A. Banks Notary Public.

Filed for Record the 13th day of July A. D. 1905, at 9²⁵ o'clock A. M.
Alt. Armstrong Register of Deeds.
Deputy.

The fee money is enclosed as per enclosed instrument and the same has been paid to the said part 2d of the second part. As witness my hand this 25th day of July 1905. Frank A. Hopkins atty at law Frank M. Hopkins atty at law Estelle M. Hopkins atty at law

Recorded - Sept 28 - 1905
Estelle M. Hopkins