

MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM. JOHNSON, CO., PRINTERS, MINNEAPOLIS AND 1000 BANK BUILDING, LAWRENCE, KAN.

This Indenture, Made this 8th day of November in the year of our Lord, 1912, between John C. Hogg and Olive Hogg of Douglas County of Douglas and State of Kansas, of the first part, and William Henry of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Hundred and Fifty (\$250.00) 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 2^d of the second part him 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 (95) feet off of the north side of said north east quarter of the south east quarter, also the north west quarter of the south east quarter and 75 feet off of in the south west quarter, of the north east quarter of Sec. No One (1) Township No twelve (12) Range No Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John C. Hogg and Olive Hogg his wife do hereby covenant and agree that at the delivery hereof they 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 two prior mortgages one for \$50.00 and one for \$200.00 in favor of party of second part

This Grant is intended as a Mortgage to secure the payment of the sum of \$250.00 according to the terms of one certain note this day executed

and delivered by the said John C. Hogg and Olive Hogg to the said part 2^d of the second part due three years after date interest at seven per cent per annum payable semi annually

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 2^d 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 surplus, if any there be, shall be paid by the part 2^d making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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 C. Hogg [SEAL.] Olive Hogg [SEAL.]

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 8th day of Nov A. D. 1912, before me Justice of the Peace a Notary Public in and for said County and State, came John C. 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 year last above written. Thomas C. Ostard Notary Public.

Filed for Record the 10th day of Nov A. D. 1912, at 2 o'clock P.M. Arthur J. Armstrong Register of Deeds. By Eric E. Armstrong Deputy.

The following is endorsement on the original instrument: The Note herein described having been paid with the mortgage is hereby released. Get the Acknowledgment Cancelled and discharged. As witnesses my hand this 13th day of November 1912.

Recorded March 14th 1913. W. W. Armstrong, Register of Deeds.