

MORTGAGE RECORD No. 43

MORTGAGE STANDARD FORM. JOHNSON, LEO, PRINTERS, BUNDERS AND BARK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 2nd day of November in the year of our Lord, 1912, between John C. Hogg and Olive Hogg 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 1st of the first part, in consideration of the sum of Two Hundred and Fifty (\$250.00) Dollars, to the said part 1st duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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 south east quarter of the South east quarter less ninety five (95) feet off of the north side of said north east quarter of Board 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, all in 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 2nd 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 2nd 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 party 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 has hereunto set his 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 2nd 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 _____

Filed for Record the 10th day of Nov. A. D. 1912, at 2 o'clock P.M. Thomas L. Ostard Notary Public. Attest: Register of Deeds. By Eric E. Cronstrang Deputy.

The following instrument on the original instrument of the note herein described having been paid in full the mortgage is hereby released. Get the same returned to the office of the Register of Deeds. All witnesses my hand this 13th day of March A.D. 1906. W. W. Cronstrang Register of Deeds.

Recorded March 14th 1906. W. W. Cronstrang Register of Deeds.

County of
part:
sum of
dollars,
mortgage
Douglas,
this
day
of the
month
of
1912.
I, the undersigned
being duly sworn,
do hereby certify
that the foregoing
instrument is a true
and correct copy
of the original
instrument as the
same appears
from the records
of the County of
Douglas, State
of Kansas, and
that the same
has been duly
recorded in
accordance with
the provisions
of the laws of
this State.