

## MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 15<sup>th</sup> day of September in the year of our Lord One thousand Nine Hundred and Ten, between H. S. Ocker and Lura B Ocker Husband and Wife. of Baldwin in the County of Douglas and State of Kansas, of the first part, and

J. C. Walker of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand (\$2000.00) 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 party 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 one half of lots Number 105, 110 & 112 and the west half of lot 106, Lincoln Street. Baldwin Kansas;

with ~~all~~ the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said H. S. Ocker and Lura B Ocker 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 Two Thousand Dollars (\$2000.00) according to the terms of one certain Promissory note this day executed and delivered by the said H. S. Ocker and Lura B Ocker to the said party 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 for it 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 party 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said First Parties - this heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of

H. S. Ocker [SEAL]

Lura B. Ocker [SEAL]

[SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of September A. D. 1910, before me,

H. S. Ocker and Lura B. Ocker, husband and wife, a Notary Public in and for said County and State, came

person s 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 October 26 1913

J. C. Wise Notary Public.

Filed for Record the 17 day of Sept A. D. 1910, at 10<sup>00</sup> o'clock P. M.

Lloyd L Lawrence Register of Deeds.

Deputy.

Recorded Sept. 16 1910

Lloyd L Lawrence

Register of Deeds.

Geo. B. West Deputy.

(The following is endorsed on the original instrument)  
The above received I hereby acknowledge and pay to the said party of the first part the sum of \$2000.00 in full for the purchase of the premises described in the foregoing instrument, and I hereby certify that the same 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, this 15th day of September A. D. 1910.

J. C. Walker

(The following is endorsed on the original instrument)  
This note here in described having been paid in full, this 15th day of September A. D. 1910, the same is hereby released and the parties may be discharged. As witness my hand this 15th day of September A. D. 1910.

Recorded October 16 1911  
Lloyd L Lawrence  
Deputy.