

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Garretts Co. Printers, Binders and Blank Book Makers, LA W., 200, Kan.

This Indenture, Made this 28th day of February in the year of our Lord 1911 between L. H. Hogan, a single man of Leecompton in the County of Douglas and State of Kansas, of the first part, and Amos W. Yarnes of Leecompton in the County of Douglas and State of Kansas of the second part:

Witnesseth, That the said part Y of the first part, in consideration of the sum of Three Hundred Twenty Eight and no/100 (\$328.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell, 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:

Beginning at the South West corner of the North West quarter (14) of the North East quarter (4) Section Fourteen (14) Township Twelve (12) Range sixteen (16) East of the 6th P. M. thence East 17 rods; thence North 47 rods thence West 17 rods to a stake in the half section line thence South 47 rods to the place of beginning, containing 5 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said L. H. Hogan do hereby covenant and agree that at the delivery hereof he is 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

This Grant is intended as a Mortgage to secure the payment of the sum of \$328.00 according to the terms of one certain note this day executed and delivered by the said L. H. Hogan to the said part Y of the second part due one year from date with interest at 6% 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 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 L. H. Hogan his heirs and assigns.

IN WITNESS WHEREOF, The said part Y 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

L. H. Hogan [SEAL]

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 28th day of February A. D. 1911, before me, Frank E. Banks a Notary Public in and for said County and State, came L. H. Hogan, a single man

LH

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 November 8th, 1914

Frank E. Banks Notary Public.

Filed for Record the 4 day of March A. D. 1911, at 9:03 o'clock 9 M.

Floyd L. Lawrence Register of Deeds.
Deputy.

Recorded Dec 14 1910
Notary Public
Geo. B. Hogan