

# MORTGAGE RECORD No. 49.

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MORTGAGE STANDARD FORM. Gazette Co. Printers. HUNTER AND HUNTER BOOK MAKERS. LAWRENCE, KAN.

This Indenture, Made this 1st day of August in the year of our Lord one thousand nine hundred and eleven, between David E. Hoover and Hattie Hoover his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and W. M. Clark of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Fourteen hundred fifty 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 two 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:

Lots numbered Ninety Six (96) Ninety Seven (97) Ninety Eight (98) Ninety Nine (99) and One hundred (100) on Dearborn Street, Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said David E. Hoover and Hattie Hoover do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first Mortgage of \$2000 of record date hereon in favor of the Peoples State Bank, Lawrence Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen hundred fifty dollars according to the terms of three certain notes this day executed and delivered by the said David E. Hoover and Hattie Hoover to the said part two of the second part \$1000 due in one year with 7% int. \$250 due in 90 days and \$200 due in 6 mos with 8% interest

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 two 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 David E. Hoover his heirs and assigns.

IN WITNESS WHEREOF, The said part two of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

David E. Hoover [SEAL]  
Hattie Hoover [SEAL]  
[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 12 day of August A. D. 1911, before me, W. Bristow a Notary Public in and for said County and State, came David E. Hoover and Hattie Hoover, husband and 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 Nov 19 1914 W. Bristow Notary Public.

Filed for Record the 30 day of Aug A. D. 1911, at 1 o'clock P.M.  
loyd L. Lawrence Register of Deeds.  
Deputy.

The County Clerk of Douglas County, Kansas, has received the original instrument and has filed the same in the office of the Register of Deeds, and has caused the same to be recorded in the Mortgage Record No. 49, at Lawrence, Kansas, this 12th day of August, A. D. 1911.

Recorded Feb 21 1912  
Estate of William  
Register of Deeds.