

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 27th day of February in the year of our Lord one thousand and twelve, between Frank Hoffman and Phillippiana Hoffman, husband and wife of Franklin in the County of Franklin and State of Kansas, of the first part, and J. A. Neeler of the second part:

Witnesseth, That the said part last of the first part, in consideration of the sum of Three Hundred Fifty Six 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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:

One South One Hundred Twenty Acres (120 a) of the North East Quarter (1/4) of Section 20 of Township 28 N. Range 18 E. East of the Sixth P. M. Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part last of the first part therein. And the said parties of the first part do—hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one certain mortgage to the Trust Co of Topeka Kansas for \$2500 due March first 1917 with interest at 5% per annum payable annually. This Grant is intended as a Mortgage to secure the payment of the sum of \$2576 00

according to the terms of one certain promissory note this day executed and delivered by the said Frank Hoffman and Phillippiana Hoffman to the said part of 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, 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 of 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 of making such sale, on demand, to said Frank Hoffman and Phillippiana Hoffman heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Frank Hoffman [SEAL]
Phillippiana Hoffman [SEAL]
[SEAL]

STATE OF KANSAS,

Franklin County } ss.

BE IT REMEMBERED, That on this 27th day of February A. D. 1912, before me,

28

Frank Hoffman and Phillippiana Hoffman
husband and wife to me personally known to be the same 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

June 28 1914

G. A. Hill

Notary Public.

Filed for Record the

18 day of March A. D. 1912 at 10⁴⁵ o'clock A M.

Floyd L. Lawrence Registrar of Deeds.

Deputy.

One (revised) is returned on the original instrument.
This note herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. As witness my hand this 27th day of February A. D. 1912.

J. A. Neeler

Recorded March 6-16-1912

Floyd L. Lawrence

Register of Deeds.