

# MORTGAGE RECORD.

**The Golden Standard Kiosk**

This Indenture, Made this 23<sup>rd</sup> day of November in the year of our Lord one thousand nine hundred & eleven, between Frank Henry Hacker, a single man of Baldwin in the County of Douglas and State of Kansas, of the first part, and E. E. Tucker

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of

Twelve Hundred  
to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents does grant, bargain, sell and mortgage to the said  
part of 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 West quarter (1/4) of the South West  
Quarter (1/4) and the West half (1/2) of the South West quarter (1/4)  
of the South West Quarter (1/4) of Section sixteen (16) Township fourteen  
(14) Range nineteen (19) Also the North East Quarter (1/4) of the  
North East Quarter (1/4) and the South half (1/2) of the North East  
Quarter (1/4) of Section twenty (20) Township fourteen (14)  
Range nineteen (19)

with the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said Frank Henry Thacker do he hereby covenant and agree that at the delivery hereof he 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, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred DOLLARS,

according to the terms of one certain promissory note, this day executed by the said Frank Henry Shacker  
to the said part of of the second part, said note being given for the sum of Twelve Hundred DOLLARS,  
dated Lawrence, Mass. Nov. 23, 1871, due and payable in five years \$ from date  
thereof, with interest thereon from the date thereof until payment of the said note and ten coupons of thirty six dollars each thereto  
attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part of  
of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgage, in the sum of \_\_\_\_\_ DOLLARS,  
in some insurance company satisfactory to said mortgagee. In default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and  
insure the same at the expense of the part. 4 of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from  
the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per  
annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up  
thereon, then this conveyance shall become absolute, and the whole principal of said note... and interest thereon, and all taxes and accruing penalties and interest and  
costs thereon remaining unpaid or which may have been paid by the part 2 of the second part, and all sums paid by the part 4 of the second part for  
insurance, shall be due and payable or not, at the option of the part 2 of the second part; and it shall be lawful for the part 4 of the second part, ~~and~~  
executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement  
hereby waived or not at the option of the part 2 of the second part, ~~and~~ executors, administrators or assigns, and out of all the moneys arising from  
such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and  
the surplus, if any there be, shall be paid by the part 4 making such sale, on demand to the said ~~James Henry Mackey, Jr.~~ heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4<sup>th</sup> of the first part have hereunto set his hand and seal the day and year last above written.

Frank Henry Hacker [SEAL]  
[SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23 day of Nov, A. D. 1911, before me,

A. F. Henry a Notary Public in and for said County and State, came  
Frank Henry Hacker, a single man  
 to me personally known to be the same person... who executed the foregoing instrument of writing 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.

*A. T. Flynn* \_\_\_\_\_, Notary Public.

My Commission Expires April 10 1915

Filed for Record on the 27 day of Nov A. D. 1911 at 9 o'clock 9 M.

Clayd L. Lawrence, Register of Deeds.  
Deputy.

[illegible]