

MORTGAGE RECORD NO. 55.

This Indenture, Made this 12th day of February in the year of our Lord Nineteen hundred sixteen, between Alex Brown of Douglas and State of Kansas, of the first part, and John L. Hoover of the second part:

WITNESSETH, That the said party his of the first part, in consideration of the sum of Five hundred & no/100 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 his 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 undivided one-half (1/2) of the Northeast Quarter (1/4) of the Northeast (1/4) of Section Number Thirty-one (31) in Township Number Thirteen (13) South of Range Number Nineteen (19) East of the Sixth P.M., Containing Forty acres, more or less,

with all the appurtenances, and all the estate, title and interest of the said party his of the first part therein. And the said Alex Brown 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 Five hundred & no/100 Dollars according to the terms of one certain promissory note this day executed and delivered by the said Alex Brown to the said party John L. Hoover 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 party his 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 Alex Brown and his heirs and assigns.

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

Signed, Sealed and Delivered in presence of Alex Brown (SEAL) E.E. Whitman (SEAL) Justice of the Peace (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 23rd day of Feb A. D. 1916, before me, E.E. Whitman J of P a Notary Public in and for said County and State, came Alex Brown 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 19 E.E. Whitman Justice of the Peace Notary Public. Filed for Record the 7th day of March A. D. 1916 at 11:15 o'clock A.M. Royal Lawrence Register of Deeds. Paul H. Hefel Deputy.

Recorded February 21, 1916  
E.E. Whitman  
Justice of the Peace  
Notary Public  
This instrument is returned on the original hereof and the same being examined and found correct by me, the Notary Public, on the 11th day of February, 1916.  
John L. Hoover  
Attch: C. H. Whitman  
Deputy