

MORTGAGE RECORD NO. 55.

This Indenture, Made this 19th day of January in the year of our Lord nine hundred and eighteen, between Laura B. Hoodin, as Heir of David L. Burton, and A. H. Hoodin, her husband, De Ltd in the County of Johnson and State of Kansas, of the first part, and D. L. Burton of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Three Hundred and no/100 (\$300.00) 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 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: Three one/eleventh undivided interest in the Northwest fractional quarter of Section Eighteen (18), Township Fourteen (14), Range Nineteen (19), and the Southeast quarter of the Southeast quarter of Section Seven (7), Township Fourteen (14), Range Nineteen (19), in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Laura B. Hoodin and A. H. Hoodin, her husband do hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 Three Hundred (\$300.00) Dollars according to the terms of one certain note this day executed and delivered by the said Laura B. Hoodin and A. H. Hoodin, her husband 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 for 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 sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Laura B. Hoodin and A. H. Hoodin, her husband or their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

A. H. Hoodin (SEAL)

Laura B. Hoodin (SEAL)

(SEAL)

STATE OF KANSAS,
Johnson County } ss.

BE IT REMEMBERED, That on this 23 day of January A. D. 1918, before me, the undersigned a Notary Public in and for said County and State, came Laura B. Hoodin and A. H. Hoodin, her husband to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

(L.S.)

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 Dec. 15 1921 L. H. Baughman Notary Public.

Filed for Record the 28 day of January A. D. 1918, at 10:55 o'clock A. M.
Estlin Northrup Register of Deeds.
Ferne Floral Deputy.

In consideration of full pay-
ment of the within mortgage I
hereby release the same this

20 day of December 1918
D. L. Burton

ATTEST:

Elmer C. Armstrong
Notary of Deeds
Successor to Coleman

The following is acknowledged on the original instrument.
This note is hereby acknowledged.

Received January 27 1923