

# MORTGAGE RECORD NO. 58

This Indenture, Made this 20<sup>th</sup> day of January in the year of our Lord one thousand nine hundred nineteen between Chas. E. Jesse & Mollie Jesse his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and William F. Hooker of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Seven Thousand DOLLARS, to him 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 y 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 South West quarter 34 Section four (4) Township Fifteen (15) Range Nineteen (19) excepting about one quarter (1/4) acre in the South East corner of said quarter Section described as follows: Two hundred feet East and West by Sixty feet North and South.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Chas. E. Jesse and Mollie Jesse do hereby covenant and agree that at the delivery hereof they are 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Seven Thousand Dollars according to the terms of one certain note this day executed and delivered by the said Chas. E. Jesse, Mollie Jesse to the said part y of the second part due in 3 years with six percent 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 y 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 sale, 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 y making such sale, on demand, to said Chas. E. Jesse heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Chas. E. Jesse (SEAL) Mollie Jesse (SEAL)

STATE OF KANSAS, County ss.

BE IT REMEMBERED, That on this 20 day of Jan A. D. 1919, before me, Chas. E. Burke a Notary Public in and for said County and State, came Chas. E. Jesse & Mollie Jesse 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 Apr. 7 1921 Chas. E. Burke Notary Public.

Filed for Record the 25<sup>th</sup> day of Jan A. D. 1919 at 8<sup>45</sup> o'clock A. M. Estelle P. Northrup Register of Deeds Deputy.

This mortgage is hereby acknowledged on the original instrument. The mortgage herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged. As witness my hand this 18th day of January, A. D. 1922. William F. Hooker

Recorded - Jan 19 - 1922. Estelle P. Northrup Register of Deeds

PROCES STATE BANK