

Reg. No. 953

Fee Paid, \$ 1.25

MORTGAGE RECORD-73

FROM

Roy Hegeman & wife

TO

Ida J. Hoover

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 2 day of

Sept. A. D. 1930 at 2:30 o'clock P. M.

Elic E. Armstrong
Register of Deeds.

By Ellen Hazard Deputy.

THIS INDENTURE, Made this 23rd day of August, in the year of our Lord one thousand nine hundred

Thirty

Roy Hegeman and Mabel Hegeman, husband and wife

of Lawrence in the County of Douglas and state of Kansas, of the first part, and

Ida J. Hoover

of the second part,

WITNESSETH, That the said parties 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 of the second part, her 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:

Commencing at a point on the North line of the Northwest Quarter (4) of Section (Seven (7) Township Thirteen (13) Range Twenty (20), Fifty five (55) feet East of the Northeast corner of an acre and a quarter tract owned by the Township of Wakarusa (said tract being described in a deed to said Township recorded in Deed Book 43 page 237); thence South parallel to the East line of said Wakarusa Township tract Twenty (20) rods; thence East parallel with the said North line of said Quarter section Fifty five (55) feet; thence North Twenty (20) rods parallel with the East line of said Wakarusa Township tract to the said North line of said Quarter section; thence West along the North line of said Quarter section Fifty five (55) feet to the point of beginning.

with the appurtenances, and all the estate, title and interest of the said parties 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 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 they 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 Five hundred & no/100 DOLLARS, according to the terms of one certain promissory note, this day executed by said

Roy Hegeman and Mabel Hegeman, husband and wife

to the said party of the second part.

Said note being given for the sum of Five hundred & no/100 DOLLARS, dated August 23, 1930, due and payable in five year, from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of fifteen 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 parties 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 said mortgagee 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 parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, her 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 parties of the second part, her 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 parties of the second part, making such sale, on demand, to the said Roy Hegeman & Mabel Hegeman heirs and assigns.

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

Signed, sealed and delivered in presence of

Roy Hegeman (SEAL)

Mabel Hegeman (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23 day of August, A. D. 1930, before me, Frank E. Banks, a Notary Public in and for said County and State, came Roy Hegeman and Mabel Hegeman, husband and wife

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged execution of the same.

(Seal.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year above written.

Legal Seal

Frank E. Banks.

Notary Public.

My commission expires Nov. 8, 1930.

The following is enforced on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged.
As witness my hand and seal this 23 day of December, A. D. 1930.
Elic E. Armstrong
Register of Deeds.

Notary Public
Frank E. Banks
My commission expires Nov. 8, 1930.