

## MORTGAGE RECORD 87

Reg. No. 3759  
Fee Paid \$11.25

Receiving No. 20739

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1st day of

June A.D. 1944, At 10:05 A. M.

TO

*Harold A. Beck*  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 10th day of May in the year of our Lord nineteen hundred

Forty Four between

William C. Hoskinson and Nellie C. Hoskinson, his wife

of --- in the County of Douglas and State of Kansas

of the first part, and Caroline Hyland

of the second part.

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

Forty five hundred - - - - - 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:

The south half of the northwest quarter of the northeast quarter,  
(S $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ); also the east half of the north half of the  
Northwest quarter of the northeast quarter, (E $\frac{1}{2}$  of N $\frac{1}{2}$  of NW $\frac{1}{4}$  of  
NE $\frac{1}{4}$ ), except the north two (2) acres thereof; also the south half  
of the northeast quarter (S $\frac{1}{2}$  of NE $\frac{1}{4}$ ), all in Section fourteen (14)  
Township fourteen (14), south of Range Twenty (20) east of the 6th  
P. M. containing 108 acres more or less, all in County and State  
aforesaid.

The North West Quarter of the North West Quarter of the  
North East Quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section fourteen (14)  
Township fourteen (14), of Range Twenty (20) East of the sixth

Principle Meridian, containing Ten (10) acres according to the  
Government Survey.

with all 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

This grant is intended as a mortgage to secure the payment of the sum of

Forty Five hundred - - - - - Dollars, according to the terms of

one certain note this day executed and delivered by the said

William C. Hoskinson and Nellie C. Hoskinson

to the said party 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 payments, 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 of the second part her 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 party making such sale, on demand, to said William C. Hoskinson and Nellie C. Hoskinson heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

William E. Hoskinson (SEAL)

Nellie C. Hoskinson (SEAL)

STATE OF KANSAS,

}

ss.

COUNTY OF Douglas County

BE IT REMEMBERED, That on this 22 day of May

A.D. 1944 before me Yale Wells a Notary Public in and for said County and State,

came William C. Hoskinson and Nellie C. Hoskinson, his wife

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

(SEAL)

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

My Commission expires 12-28-1946 Yale Wells Notary Public.

## RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 22 day of August A.D. 1944

Attest:

*Nellie Hoskinson**Administratrix with the will annexed of the estate of Caroline M. Hyland, deceased*

This release was written on the original mortgage

entered this 22nd day of August 1944

*Harold A. Beck*  
Reg. of Deeds  
*Nellie Hoskinson*  
Deputy