

## MORTGAGE RECORD 90

Reg. No. 4092  
Fee paid \$12.50

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of

March A.D. 1945, At 4:05 P. M.

Register of Deeds.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 5th day of February in the year of our Lord nineteen hundred forty-five between Edward L. Hoskinson and Frances Hoskinson, his wife

of Copeland in the County of Gray and State of Kansas  
of the first part, and Joseph C. Hemphill

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand and no/100 (\$5000.00) 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 party of the second part their 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 southwest quarter of Section Ten (10), less four (4) acres in the southeast corner thereof, being a tract of land  $26\frac{1}{2}$  rods north and south and  $22\frac{2}{3}$  rods east and west, and less one (1) acre for school purposes, also the north half ( $\frac{1}{2}$ ) of the southeast quarter of said Section Ten (10) also the east half ( $\frac{1}{2}$ ) of the northwest quarter of said Section Ten (10) all in Township Fourteen (14), South of Range Eighteen (18), east of the Sixth (6th) principal meridian in Douglas County, Kansas."

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 Five Thousand (\$5000.00)

Dollars, according to the terms of

a certain note this day executed and delivered by the said Parties of the first part

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 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 parties making such sale, on demand, to said Parties of the first part 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

Edward L. Hoskinson (SEAL)

Frances Hoskinson (SEAL)

STATE OF KANSAS,

as.

BE IT REMEMBERED, That on this 14 day of February

XXXXXX Gray County,

A.D. 1945 before me Kenneth Monzie a Notary Public in and for said County and State, came Edward L. Hoskinson and Frances Hoskinson, his wife

to me personally known to be the same person 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 my official seal on the day and year last above written.

My Commission expires May 18 1946 Kenneth Monzie 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 19 day of March A.D. 1945.

Attest:

Howard Thiesman

Joseph C. Hemphill

This release was written on the original mortgage; entered this 19 day of March 1945 P.

Register of Deeds  
Deputy