

JOURNAL 25, LAWRENCE, KAN.

This Indenture, Made this 12th day of April in the year of our Lord one thousand eight hundred and ninety two between Charles Hobbs and Annah Hobbs, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Flora M. Nichols of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Thousand 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 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 North half of the South East quarter of Section No. Eleven (11) and the South East quarter of the North East quarter of Section No. Eleven (11) in Township No. Thirteen (13) South of Range No. Twenty (20) East of the 6th M., containing 120 acres of land more or less. First parties agree to maintain 800 insurance upon the buildings now on or to be erected on said land, during the continuance of this loan for the benefit of second party, her heirs or assigns.

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, at the delivery hereof they are the lawful owners of the premises above granted, and seized in good and indefeasible state of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars being part of the money of above described premises according to the terms of one certain mortgage note this day executed and delivered by the parties of the first part to the said party of the second part: the interest from date, with interest from date to maturity or default as evidenced by coupons, attached to said note, and interest after maturity or default in payment of interest at the rate of ten percent per annum until fully paid 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 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, appraisement hereby waived or not at the option of the parties of the second part his executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, their 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 and delivered in presence of

Chas Hobbs (SEAL.)
Annah Hobbs (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 19th day of April, A. D. 1892, before me Chas Cella, a Notary Public in and for said County and State, came Chas Hobbs and Annah his wife

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

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires July - 17th 1895 Chas Cella Notary Public.
 Recorded April - 20 A. D. 1892, at 5 o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
 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 11th day of April A.D. 1898
 J.R. Timmer

Recorded April 11th 1898. - Attest -
 J.R. Timmer

Assigned See Book 26 Page 418