

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 19th day of April in the year of our Lord one thousand eight hundred and ninety two between Chas Hobbs and Annah his wife of Quadora in the County of Douglas and State of Kansas of the first part, and Chas Pilla of Quadora Kans. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighteen 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 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 southeast quarter of the Northeast quarter and the North half of the southeast quarter of Section Eleven Township thirteen Range twenty 20

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Chas Hobbs and Annah his wife do hereby covenant and agree, ^{that} at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances except a Mortgage to Flora M. Nichols for \$3000.00

This grant is intended as a Mortgage to secure the payment of the sum of Eighteen hundred Dollars according to the terms of two certain notes this day executed and delivered by the said Chas Hobbs and wife 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 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, appraisal hereby waived or not at the option of the party 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 Chas Hobbs and Annah his wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written, this 19th day of April in the year of our Lord eighteen hundred and ninety two.
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 Henry Reels, 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 Oct - 2 - 1895 Henry Reels Notary Public.
Recorded, April - 20 - A. D. 1892, at 4⁵⁵ o'clock P - M.

James Brooks Register of Deeds

The following is indorsed on Original Instrument:
In consideration of full payment of the within mortgage,
I hereby release the same this 25 day of February 1897.
R. Chas Pilla

Recorded February 25 1897
Fred Brooks
Deputy Register of Deeds

