

MORTGAGE Standard Form. Journal Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 4 day of March in the year of our Lord, One thousand nine hundred and four, between James E. Hobbs and Minnie M. Hobbs, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and Ray E. Long of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifty 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 parties of the second part and 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:

Commencing at the N.W. cor. of the D.E. 1/4 of the D.E. 1/4 Sec. 26, No. Two in Township 26 North of Range 16 East, thence running south to intersect with center line of Lawrence & Marion road (so-called), being road numbered 26 & 21 in records kept in the office of County Clerk of said County, reestablished by County Ord. No. 41 April 5<sup>th</sup> 1886, thence N.E. with center of said road to intersection of North line of said D.E. 1/4 of D.E. 1/4 of said Sec. 26, thence on said north line to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James E. Hobbs and Minnie M. Hobbs, his wife, do hereby covenant and agree that at the delivery hereof Ray E. Long 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 except first mortgage - and that 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 Fifty Dollars

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part as follows, to-wit:

with interest thereon 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 parties of the second part, 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the said parties making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

James E. Hobbs, (SEAL)  
Minnie M. Hobbs, (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED, That on this 4 day of March A. D. 1904 before me Justice Bae. a Notary Public in and for said County and State, came James E. Hobbs & Minnie M. Hobbs, his wife,

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

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 \_\_\_\_\_

Filed for Record the 5 day of April A. D. 1904 at 3 o'clock P. M.  
Alvin W. Armstrong Register of Deeds.  
Deputy.

In consideration of full payment of the within mortgage thereby released the same this 25<sup>th</sup> day of Aug. 1906  
Ray E. Long

Attest G. W. Armstrong, Register of Deeds.