

THIS INDENTURE, Made this 15th day of January A.D. 1914, between John A. Hoffman and Effie Hoffman, husband and wife of the County of Douglas and State of Kansas parties of the first part, and the Farmers Loan & Trust Company, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of Eight Hundred (800.00) Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:- Commencing twenty rods (20r) North of the South East corner of the South East Quarter of Section Twenty six (26) Township Twelve (12) South of Range Eighteen (18) East of the 6th P.M.; Thence West forty four (44) Rods; Thence South Twenty (20) Rods; Thence West Thirty (30) Rods; Thence North Sixty (60) Rods; Thence West by South Eleven degrees (11°) Sixty five (65) Rods to the bed of a creek running North Westerly; Thence along center said creek to its intersection with the west line of said quarter section; Thence North along said West line to the North West corner of the South half of said quarter section; thence East one hundred and Sixty (160) Rods to the North East corner of said south half of said quarter section; Thence South sixty (60) Rods more or less to the place of beginning being 45  $\frac{1}{2}$  acres more or less.

To Have And To Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part hereby covenants that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said parties of the first part, shall pay or caused to be paid to the said party of the second part, its successors or assigns the principal sum of Eight Hundred & 00/100 (800.00) Dollars, on the 15th day of January A.D. 1919, with interest thereon at the rate of 5  $\frac{1}{2}$  per cent per annum, payable semi-annually on the 15th days of July and January in each year, together with interest at the rate of ten per cent per annum on any installments of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable according to the tenor and effect of a certain promissory note, and ten coupons interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the office of said company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part does hereby covenant, and agree to pay, or caused to be paid, the principal sum and interest above specified, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the parties of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and to keep the buildings in good repair and insured to the amount of \$\_\_\_\_\_ in insurance companies acceptable to the said parties of the second part, its successors or assigns, and to assign and deliver to it or to them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectable with, as a part of, and in the same manner as the principal sum hereby secured. And the said parties of the first part does further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as a additional and collateral security for the payment of all monies mentioned, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall be that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

John A. Hoffman  
Effie Hoffman.

(see next page)

In consideration of full payment of the within mortgage I hereby release the same this

ATTEST:

Exp. 11/11/14

the note secured by this mortgage was compounded in full on this day of January, A.D. 1917  
L. C. Keller, Pres.  
Chas. L. Hoffman, Secy.  
Geo. L. Hoffman, Secy.  
Chas. L. Hoffman, Secy.

Recorded  
Jan 23rd 1914  
L. C. Keller, Pres.  
Chas. L. Hoffman, Secy.  
Geo. L. Hoffman, Secy.

Register of Deeds