

Mortgage Record No. 52.

This Indenture, Made this 17 day of March in the year of our Lord nineteen hundred thirteen, between Frank A. Lobingier and Nellie S. Lobingier, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Charles A. Ashby of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand no/100 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 part 4 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 (7²) of the South East Quarter (SE⁴) of Section nine (9) Township fifteen (15) 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 Frank A. Lobingier and Nellie S. Lobingier 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 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 Two Thousand dollars according to the terms of one certain note this day executed and delivered by the said Frank A. Lobingier and Nellie S. Lobingier to the said part 4 of the second part payable five years with 6% interest payable annually from March 1, 1913

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 part 4 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 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 part 4 making such sale, on demand, to said Frank A. Lobingier and Nellie S. Lobingier, 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, Sealed and Delivered in presence of
Frank A. Lobingier (SEAL)
Nellie S. Lobingier (SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That this 17 day of March A. D. 1913, before me, H. M. Clark a Notary Public in and for said County and State, came Frank A. Lobingier and Nellie S. Lobingier, 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 May 15 1915 H. M. Clark Notary Public.

Filed for Record the 18 day of March A. D. 1913 at 1²¹ o'clock P. M.
Hayden L. Lawrence Register of Deeds.
Deputy.

The foregoing is a true and correct copy of the original instrument as the same appears from the records of the County of Douglas, State of Kansas, and is hereby certified to be true and correct.

Recorded March 11, 1913
Estelle Northrup
 Register of Deeds