

Mortgage Record No. 52.

This Indenture, Made this first day of October in the year of our Lord
~~one thousand nine hundred and~~ between Jachary T. Gauss and
Angeline Gauss, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Wm. T. Sinclair, of same place of the second part:
 WITNESSETH, That the said parties of the first part, in consideration of the sum of
Two Hundred DOLLARS,
 to them duly part, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell
 and mortgage to the said part of 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:

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 that at the delivery hereof they are the lawful owner^s of the premises above granted,
 and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances and that they will
Warrant & defend the same in the quiet and peaceful possession of the said party of the
second part his heirs and assigns forever and all persons lawfully claiming the same
 This Grant is intended as a Mortgage to secure the payment of the sum of
Two Hundred

according to the terms of One certain Mortgage Note this day executed
 and delivered by the said Parties of the first part to to the said part of of the second part
due in five years from date with interest after date as per coupon thereto
attach. and after maturity or default at the rate of ten per cent per annum until 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 there-
 of, 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 of of the second part his executors, adminis-
 trators 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 of making such sale, on demand, to said
 Parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Witness -

Joe E. Higgins

Jachary T. Gauss
Angeline Gauss
mark

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County, } ss.

BE IT REMEMBERED, That on this 2^d day of October A. D. 1913, before me,

a Notary Public in and for said County and State, came
Jachary T. Gauss & Angeline Gauss, his wife
 to me personally known to be the same
 person S. 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 Jan 23- 1916

C. M. Mantor

Notary Public.

Filed for Record the 3rd day of October A. D. 1913, at 9⁰⁰ o'clock A. M.

Floyd L. Lawrence Register of Deeds.

By Geo. C. Mettill Deputy.