

Mortgage Record No. 52.

(The following is endorsed on the original instrument)
 This mortgage being duly recorded in full, the effect of said mortgage and the same being duly created and discharged. At witness my hand this 27th day of July, A. D. 1913.
High Plain
County, Kansas

Recorded July 2, 1913
High Plain
County, Kansas
 By J. E. Riggs Register of Deeds

(For assignment see Book 57 Page 45-47)

This Indenture, Made this first day of October in the year of our Lord nineteen hundred and thirteen.

between Zachary T. Gausse and Angeline Gausse, his wife of Douglas 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 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:

Lots numbered One hundred and twelve (112) and One hundred and fourteen (114), on east side of Alabama Street in Block number Thirty-seven (37), in that part of the City of Lawrence known as West Lawrence, according to the plat thereof on file in the office of the clerk of the District Court Douglas County, said lots being the homestead of said parties of the first part, who hereby agree to maintain insurance, both fire and tornado to the amount of \$500 on the buildings now on or to be erected on said premises, for the benefit of said second party during the existence of this loan; the said policies of insurance to remain in the possession of the said party of the second part or assigns.

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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances that they will warrant and defend the same in the quiet and peaceable 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 Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part due in five years from date with interest after date as per coupons thereto attached, 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 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; 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 party making such sale, on demand, to said Parties of the first part 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

Witness Joe E. Riggs Zachary T. Gausse (SEAL)
Angeline Gausse (SEAL)
Mark (SEAL)

STATE OF KANSAS,
Douglas County ss.

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

Zachary T. Gausse and Angeline Gausse, his wife Notary Public in and for said County and State, came 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 Jan 23 1916 C. M. Munter Notary Public.

Filed for Record the 3rd day of October A. D. 1913, at 9:00 o'clock A. M.

Hoyd L. Lawrence Register of Deeds.
By Geo. C. Hefel Deputy.

(The following is endorsement on the original instrument)
 This mortgage being duly recorded in full, the effect of said mortgage and the same being duly created and discharged. At witness my hand this 27th day of July, A. D. 1913.
High Plain
County, Kansas

Recorded March 10th 1913
High Plain
County, Kansas
 By J. E. Riggs Register of Deeds