

Mortgage Record No. 52.

This Indenture, Made this twenty-sixth day of January in the year of our Lord thirteen hundred and fourteen, between James L. Hobson and Anna S. Hobson, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm. S. Sinclair of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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:

The South East Quarter of Section No. Fourteen (14) in Township No. Fifteen (15) South of Range No. Thirteen (13) East of 6th Prin. Mer. containing 160 acres more or less being the homestead of said first parties who agree to maintain insurance on the building thereon during the life of this loan in the sum of at least \$500. for benefit of said 2d party, that policies to remain in possession of second party,

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 of the premises, above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances that they will warrant and defend the same in the quiet & peaceable possession of said second party, his heirs and assigns against all lawful claimants. 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 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 from date to maturity as evidenced by coupons attached thereto & interest after maturity or default at rate of ten per cent per annum 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, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

James L. Hobson (SEAL)  
Anna S. Hobson (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 26th day of January A. D. 1914, before me,

James L. Hobson & Anna S. Hobson, his wife a 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 Feb. 21st 1914

Lena Vreck Notary Public.

Filed for Record the 26th day of Jan'y, A. D. 1914, at 3:35 o'clock P. M.

Thos. L. Lawrence Register of Deeds.  
Geo. C. Mifflin Deputy.

Not Released in Book 57 Page 137  
(For Assignment see Book 51, Page 452)