

## Mortgage Record No. 52.

This Indenture, Made this First day of September in the year of our Lord 1914, between Nero Sparks, and Harriet Caroline Sparks, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and William D. Hoyt of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand (\$1000.00) 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:

Lot no. Thirteen (13), in Block No. Eight (8), of Lane's First Addition to the City of Lawrence

Parties of the first part hereby agree to keep and maintain insurance not less than \$1000.00 on the building now on, or to be erected on said premises, for the benefit of said second party, his heirs & assigns, during the existence of this loan

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Nero Sparks & Harriet Caroline Sparks

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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs & assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of One 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 part 4 of the second part due in five years from date, with interest at 6% from date to maturity, as evidenced by coupons attached thereto, & interest from maturity or default at the rate of ten percent until fully 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 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 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 first above written.

Signed, Sealed and Delivered in presence of

Nero Sparks (SEAL)

Harriet Caroline Sparks (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 12th day of Nov. A. D. 1914, before me,

Ord Klingman a Notary Public in and for said County and State, came

Nero Sparks and Harriet Caroline Sparks

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 27 1917 Ord Klingman Notary Public.

Filed for Record the 21st day of Nov. A. D. 1914, at 9:45 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

Geo. C. Nitzel Deputy.

See release per Book of Mortgage Page 47