

Mortgage Record No. 52.

This Indenture, Made this thirty first day of July in the year of our Lord thirteen hundred & fifteen (1915), between J.J. Tobler & Edith A. Tobler of Lawrence in the County of Douglas and State of Kansas, of the first part, and H.B. Patterson of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four thousand and no/100 (\$4000.00) 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 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:

Six (6) acres in the Southwest corner of the (3) acres in the Southeast corner, being all the land South of the center of Wakarusa Creek in the West half (1/2) of the Northeast Quarter (14) of Section Seventeen (17), (1/2) of the Southwest Quarter (14) of Section Seventeen (17), less two (2) acres in the Southwest corner thereof, and less the North Eight (8) acres of the West half (1/2) of said Southwest Quarter (14) being a tract 266 feet deep across the North end of said West half (1/2) of said Southwest Quarter (14) of Section Seventeen (17); And all that part of the East half (1/2) of the Northwest Quarter (14) of Section Seventeen (17), less one (1) acre, more or less, containing some of the same, as per plat of said Township Section (13), Range (11) East of 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J.J. Tobler & Edith A. Tobler, husband & wife 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.

It is hereby understood & agreed between said parties of the first part & said H.B. Patterson that in the event of fire the money received from the insurance is to be used to replace the buildings destroyed, and that as good condition as before their destruction. This Grant is intended as a Mortgage to secure the payment of the sum of Four thousand Dollars

according to the terms of One certain Note this day executed and delivered by the said J.J. Tobler & Edith A. Tobler, husband & wife to the said party of the second part

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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said J.J. Tobler & Edith A. Tobler, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of J.J. Tobler (SEAL) Edith A. Tobler (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 31st day of July A. D. 1915, before me, Frank E. Banks a Notary Public in and for said County and State, came J.J. Tobler & Edith A. Tobler, husband & 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 November 8th 1918 Frank E. Banks Notary Public.

Filed for Record the 31st day of July A. D. 1915, at 3¹⁰ o'clock P. M. Flora Lawrence Register of Deeds. Geob. Metzger Deputy.

This instrument is acknowledged as the act of the parties herein described having been read to them and they have been advised of its contents and the nature of the same and they have been advised of the rights of the parties herein and they have executed the same voluntarily and without any fraud, duress, or coercion. As witness my hand this 28th day of July 1915. H.B. Patterson J.J. Tobler Edith A. Tobler Frank E. Banks Notary Public Recorded Meck 4 25 15 Costello J. P. Harris Register of Deeds