

MORTGAGE RECORD NO. 55.

This Indenture, Made this 1st day of March in the year of our Lord nineteen hundred eighteen (1918), between Ada B. Hobbs and her husband E. F. Hobbs of Douglas in the County of Douglas and State of Kansas, of the first part, and The Douglas County Building and Loan Association of the second part: **WITNESSETH**, That the said part of the first part, in consideration of the sum of Fifteen hundred and no/100 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 of the second part their successors, 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 Numbered Two (2) in Block Numbered Twenty Two (22) in Supplemental Plat of Sinclair's Addition to the city of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Ada B. Hobbs and her husband E. F. Hobbs 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred and no/100 Dollars according to the terms of one certain note this day executed by and delivered by the said Ada B. Hobbs and her husband E. F. Hobbs to the said part of the second part Payable three years from date hereof.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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 of the second part, their successors, 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 sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said part of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 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 Ada B. Hobbs (SEAL) E. F. Hobbs (SEAL)

STATE OF KANSAS, } ss. Douglas County } **BE IT REMEMBERED**, That on this 4th day of March A. D. 1918, before me, C. A. Fulton a Notary Public in and for said County and State, came Ada B. Hobbs and her husband E. F. Hobbs, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same. (C.A.) 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'y 27th 1920 - C. A. Fulton Notary Public.

Filed for Record the 6 day of March A. D. 1918, at 1045 o'clock A.M. Estelle Northrup Register of Deeds. Ferne Flora Deputy.

First for mortgage, second for the purpose of securing the same, and the same hereby created, acknowledged, and delivered in presence of me, Notary Public, in and for said County and State, on this 1st day of March A. D. 1918. Douglas County Building and Loan Association (Corp Seal)