

knowledge, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said parties of the second part their 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 West Thirty (30) Acres of the South half (1/2) of the Southeast quarter (1/4) of Section Seventeen (17) Township Fifteen (15) Range Eighteen (18) Buildings on above described land to be kept insured in a responsible insurance Company in sum not less than \$250.00 with loss payable to Mortgagees herein during the continuance of this loan with the appertinances, and all the estate, title and interest of the said parties of the first part therein. And the said David Speakman and Addie M. Speakman 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 encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars, according to the terms of One certain Coupon Note this day executed by the said David Speakman and Addie M. Speakman to the said parties of the second part. Said Note is due five years from date with interest at 8% payable semi annually. Principal and interest bear 10% after due.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon or if the taxes on said land are not paid when the same become due and payable or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if work is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable; and it shall be lawful for the said parties of the second part, their executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive therefrom, issues and profits thereof, and to sell the premises hereby granted, or any part thereof in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

David Speakman (Seal)
Addie M. Speakman (Seal)

State of Kansas }
County of Franklin } SS

Be it Remembered That on this 15th day of November A.D. 1907 before me, a Notary

The following is indexed on the original instrument
The within Mortgage having been paid in full it is hereby released
on the 15th day of November 1900.
Unrecorded & Unreturned By
W. H. Ellis as Atty in fact.

Recorded November 27th 1900
W. H. Ellis as Atty in fact
W. H. Ellis as Atty in fact