

Recorded Oct 27th 1903
 A. W. Armstrong
 Register of Deeds
 My J. C. Armstrong
 Deputy
 The following is entered on original instrument
 The note herein described having been paid in full, this mortgage
 is hereby released and the hereinbefore created discharged
 As Witness my Hand this 27th day of Oct 1903
 A. W. Scott

This indenture, made this first day of August in the year of our Lord one thousand eight hundred and ninety nine, between Jeremiah Dwyer and Mary Dwyer his wife of the county of Douglas and State of Kansas, of the first part, and L. W. Scott of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of one 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 number three (3) in township number fifteen (15) south of range number twenty one (21) east. Containing one hundred and sixty acres, with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Jeremiah Dwyer and Mary Dwyer his wife do hereby covenant and agree that at the delivery hereof 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, and that they will warrant and defend the same against all claims whatsoever. 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 promissory note this day executed by the said Jeremiah Dwyer and Mary Dwyer his wife No. 3187, to the said party of the second part. Said note being given for the sum of one thousand dollars, dated August 1st 1899, due and payable in five year from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and five coupons thereto attached for \$200.00 each. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgage, in the sum of three hundred dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and how under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent, per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid, or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable at the option of the party of the second part, and it shall be lawful for the party of the second part, or his heirs, executors, administrators and assigns, at any