

The following is Endorse on the original Instrument

In consideration of full pay-
ment of the within mortgage
I hereby release the same this

13th day of Novr. 1903
Theodore Knipe

Recorded Nov 13th 1903

W. W. Ammonberg

Register of Deeds

This indenture made this 11th day of January in the year of our Lord one thousand nine hundred, between Herman Hees and Marta Hees husband and wife of Leonora in the county of Douglas and state of Kansas, of the first part, and Theodore Knipe of the second part, witnesses that the said parties of the first part, in consideration of the sum of eleven hundred 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 west quarter (S.W. 1/4) of the south east quarter (S.E. 1/4) of section One (1) also the east half (E. 1/2) of the southwest quarter (S.W. 1/4) of section One (1) all in Township Twelve (12) south of Range Seventeen (17) East of the 6th P.M. containing 120 acres more or less, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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, 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 eleven hundred (1100) dollars, due and payable on demand, with interest thereon from date at seven per cent. per annum, according to the terms of one certain promissory note this day executed and delivered by said Herman Hees and Marta Hees to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the building erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of at least eleven hundred dollars, in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon, and all taxes and insurance paid by said second part or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever; and it shall be lawful for the party of the second part his executors, administrators, or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraised or not as he may see fit, at the option of the party of the second part, his executors, administrators, or assigns, and out of the money arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges