

*This document is endorsed on the original instrument
The note herein described having been paid in full,
this mortgage is hereby released and the debt
thereby created discharged. As witness my hand
this 15th day of July 1909*

M. E. Parkinson

Recorded July 15th, 1909

*Floyd L. Lawrence
Register of Deeds*

This indenture made this 23^d day of February, in the year of our Lord nineteen hundred, between Charles Ganner and Mahala Ganner his wife (being of lawful age) of the county of Douglas, and state of Kansas, of the first part, and M. E. Parkinson of the state of Pennsylvania, of the second part, witnesseth, that the parties of the first part, in consideration of the sum of \$500. Five hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the county of Douglas, and state of Kansas, described as follows, to wit: Begin at the center of Wakarusa Creek 43 rods east of the west line of the southwest quarter of section sixteen (16) in Township Thirteen (13) of Range Twenty (20). Thence south to south line of said quarter section, thence east to the east line of said quarter section, thence north to the center of said Wakarusa Creek, thence westerly along the center of said creek to beginning, containing forty six acres of land 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, that they have good right to sell and convey said premises, and that will warrant and defend the same against the lawful claims of all persons. This grant is intended as a mortgage to secure the payment of the sum of \$500 Five hundred dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part, to wit: Note No. 1 - for Five hundred dollars, due March 1 - 1905 all dated February 23, 1900, payable to M. E. Parkinson or order, at the Trustors and Traders National Bank of New York City, N. Y. with interest payable semi-annually on the first days of March and September in each year, according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent. Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum so covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or his assigns, interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computations, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum; but the party of the second part may pay any unpaid taxes charged against said property, and may recover for all such payments, with interest at ten per cent per annum, in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, his executors, administrators or assigns and any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal or not, at the option of the party of the second part, and out of all the moneys arising from such sale, to retain the

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\$ 900⁰⁰, March 1st 1908 Received of Nicholas Galt of W. H. M. Co.*