

The following is entered in the original instrument.
 The note herein described having been paid in full, this mortgage
 is hereby released, and the same thereby created discharged.
 As witness my hand this 24th day of March A.D. 1905.
 J. H. Schlegel, Trustee.

Recorded Mar. 24 1905 -
 Eric P. Armstrong
 Dep. Reg. of Deeds

This indenture, made this 1st day of March, in the year of our Lord nineteen hundred, between Phillip Roser and Marie Roser his wife, of the county of Douglas and State of Kansas, of the first part, and J. H. Schlegel, Trustee, of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of Five 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 half of the north west quarter of section eight (8) Township fourteen (14) range nineteen (19), 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 except mortgage to Louis Blaul for \$250, 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 Five hundred dollars, according to the terms of one certain promissory note this day executed by the said Phillip Roser and Marie Roser his wife to the said party of the second part. Said note being given for the sum of Five hundred dollars, dated Mch. 1st 1905, due and payable in five years from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is herein after specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof - dollars - in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises and shall bear interest at the rate of 10 percent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, 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, and it shall be lawful for the party of the second part, his executor, administrator and assigns, at any time hereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part, his executor, administrator or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, 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 - heirs and assigns. In testimony whereof the said parties of the first part, have hereunto set their hand