

The following is endorsed on the original instrument
 Release. The note herein described having been paid in full
 this mortgage is hereby released and the same
 Henry C. Gieser discharged as witness my hand
 this 2nd day of Feb'y A.D. 1903.
 Wm. Allenbume.

Recorded Feb'y. 24. 1903.

W. W. Armstrong
 Register of Deeds.

This indenture made this twenty ninth day of December in the year of our Lord one thousand nine hundred between Henry Gieser and Louisa Gieser, his wife, in the county of Douglas and State of Kansas, of the first part and William Allenbume, of the same place, of the second part. Witnesseth, that the said parties of the first part, in consideration of the sum of Thirty-two 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: Beg. at a stone at south east corner of north east q'r of south west q'r of Sec. 5 th. running north on q'r Sec. line 23 & $\frac{60}{100}$ rods to post in Ravine, th. down said Ravine to Wakarusa Creek, th. up said creek to post at north west corner of said north east q'r of south west q'r of Sec. 5 th. South 88 rods to south west corner thereof, th. east 88 rods to beg. 24 & $\frac{25}{100}$ acres, also begin at post at south east corner of south west q'r of north west q'r of Sec. 5, on south bank of Wakarusa Creek, thence running west on q'r Sec. line 64 & $\frac{80}{100}$ rods to Wakarusa Creek, th. down said creek to beg. 5 & $\frac{50}{100}$ acres; also so much of N. $\frac{1}{2}$ of S. $\frac{1}{4}$ of Sec. 5 as lies east of Wakarusa Creek, 59 & $\frac{50}{100}$ acres; all in Twp. 13, Range 21, less R. & H. conveyed to Kansas City, Topeka & Western R. R. Co. and subject to R. of H. taken for route of Pacific Mutual Telegraph Co.; also except the following, Beg. at S.E. cor. of N.E. q'r of S. $\frac{1}{4}$ of Sec. 5 th. running N. 550 ft. th. N. 184 ft. th. E. 550 ft. th. S. 184 ft. to beg., also except beg. 244 ft. N. of S.E. cor. of N.E. q'r of S. $\frac{1}{4}$ of Sec. 5, th. N. 550 ft. th. N. 416 ft. to center of channel of Ravine, th. southeasterly along channel said Ravine to E. line said S. $\frac{1}{4}$ of Sec. 5, th. S. 156 ft. to beg., 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 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 Thirty-two hundred dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part. Said note being given for the sum of Thirty-two hundred dollars, dated December 29th, 1900, due and payable in one year 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 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 said mortgagee in the sum of — dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at