

The following is endorsed on the original instrument
 (The note herein described having been paid in full
 this mortgage is hereby released and the same thereby
 created discharge, all parties my hand this tenth day of
 December A.D. 1903. Albert Zimmerman, Administrator
 of the Estate of Edwin Zimmerman. Decreed
 Attest 10th March

Recorded Dec. 10th 1903.

W. Zimmerman

Register of Deeds.

This indenture, made this third day of January in the year of our Lord one thousand, nine hundred and one between C. G. Husted a single man of Lawrence in the County of Douglas and State of Kansas, of the first part, and Edwin Zimmerman of Long Beach California of the second part, Witnesseth, that the said party of the first part, in consideration of the sum of One thousand dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 south west quarter of section number One in Township number Thirteen 13 South of Range number eighteen 18 East of the sixth 6th Principal Meridian and containing eighty 80 acres more or less, with the appurtenances, and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance, therein, free, and clear of all incumbrances, and that he 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 C. G. Husted to the said party of the second part. Said note being given for the sum of One thousand dollars, dated January 1st 1901 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 hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue or account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Three hundred dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance 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 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 or not at the option of the party of the second part, and it shall be lawful for the party of the second part, his executors, administrators and