

The following is endorsed on the original instrument
the within Mortgage having been paid in full, it is hereby
released on this the original instrument this 14th day of
October, A.D. 1905.

Underwood & Underwood

By B. Underwood,

one of the firm,

Recorded October 18th 1905.

O. W. Armstrong,

Register of Deeds

This indenture, made this 3rd day of January in the year of our Lord one thousand nine hundred and one between Oliver M. Hird and Ninon Hird, his wife, of Ottawa in the county of Franklin and State of Kansas of the first part, and Underwood & Underwood, of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of Four 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 parties of the second part their 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-east quarter of the south east quarter (S.E. ¹/₄ of S.E. ¹/₄) of Section ten (10) Township fifteen (15) Range nineteen (19) Except first acres in the northwest corner, being a tract thirty rods square 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 encumbrances. This grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars, according to the terms of a certain mortgage Bond this day executed by the said Oliver M. Hird and Ninon Hird his wife to the said parties of the second part due in four years and bearing interest according to the terms of five interest coupons thereto attached. Principal and Interest bear ten per cent interest after maturity. And this conveyance shall be void if such payment be made, as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, shall immediately become due and payable, and it shall be lawful for the said parties of the second part, their executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any, thereof, shall be paid by the party making such sale, on demand, to the said parties of the first part or their heirs and assigns. In witness whereof, the said parties of the first part have hereunto set their hands and seal the day and year last above written.

Oliver M. Hird (seal)
Ninon Hird (seal)

State of Kansas } s.s.
County of Franklin }

Be it remembered that on this 3rd day of January A.D.