

This Indenture, made this 17th day of December in the year of our Lord, one thousand nine hundred and two, between Thompson H. Gilges and Emeline R. Gilges, husband and wife, of Burlington, in the County of Coffey 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 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 said parties of the second part, their heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to wit: — The west half (1/2) of the southwest quarter (SW 1/4) of section Thirty three (33) Township Fourteen (14) Range Nineteen (19) Containing 80 acres 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 first parties 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 Five Hundred Dollars, according to the terms of a certain real estate bond, this day executed by the said Thompson H. Gilges and Emeline R. Gilges to the said parties of the second part due Dec. 17th 1907 with six and a half per cent. annual interest according to five interest coupons attached. Principal and interest draw 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 at the option of the holder thereof, 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

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 20th day of May A.D. 1906.

Underwood & Underwood.

By Elmer Underwood.

one of the parties.

Recorded June 1st 1906.

W. W. Canaway,

Register of Deeds.