

of the second part:

of Douglas and State of Kansas, described as follows, to wit:

An Undivided one half interest in and to the following described Land Commencing at a point $24\frac{25}{100}$ Chains East from the S.W. Corner of S.W. quarter of Section Four (4) Township Thirteen (13) Range Twenty (20) East of the 4th P.M. Meridian running east $12\frac{25}{100}$ Chains North 70 chains to place West $12\frac{25}{100}$ Chains thence South 42 Chains; to place of beginning Containing eighty eight (88) acres more or less, less the right of way of the Union Pacific Railroad through said land in Douglas County Kansas.

Charles A. Frost do _____ hereby covenant

and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and indefeasible estate of years 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 Eighteen Hundred Dollars according to the terms of one certain promissory note this day executed by the said Charles G. Husted

according to the terms of the certain promissory note and any extension of the same and the sum of Five Dollars, to the said part y of the second part. Said note being given for the sum of Eight Hundred Dollars,

note being given for the sum of Five hundred dollars, due and payable in Five years from date hereof, 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 part of of the first part hereby agreed 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 the 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 accuring penalties, interests and costs, and insure the same at the expense of the part 2 of the first part, and the expense of such taxes and accuring penalties, interests 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 be voidable at the option of the mortgagee, and the whole principal of said note, and interest thereon, and all taxes and accuring penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 2 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not at the option of the mortgagee, in the sum of

part 4 of the second part; and it shall be lawful for the part 4 of the second part hus executors, administrators and assigns, at any time thereafter, 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 part 4 of the second part hus executors, administrators 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 part of making such sale on demand, to the said *Parties of the first part*
of this heirs and assigns.

IN TESTIMONY WHEREOF, The said part ^{1st} of the first part ha ^{re} hereunto set their hand ^s and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Charles J. Harted. (SEAL)

Care Husted, (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this Fifth day of March, A. D. 1907, before me
C. J. Hach, a Notary Public in and for said County and State came _____,

Charles J. Husted and Clara Husted (husband and wife)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Oct. 13th 1907 EB C. J. Hawk Notary Public

Filed for Record the 5th day of Mar, A. D. 1907, at 3⁰⁰ o'clock P. M.

By B. E. Armstrong, Deputy. A. E. Armstrong, Register of Deeds.

The following is contained in the original instrument:
 The note herein executed having been paid in full, this mortgage is hereby
 released and the hereon thereby created discharged.
 Witness my hand, this 5th day of February A.D. 1910.

Received February 5, 1910
 Lloyd H. Lawrence
 Register of Deeds.