MORTGAGE Standard Form. JOURNAL Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 2 day of January in the year of our Lord Nineteen Hundred Eight (1908), between H. A. Guin and Eliza C. Guin his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Geo. Gilbert and Elizabeth Gilbert his wife of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Nine Thousand ($9000.00) 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 (¼) of section Two (2) Township Thirteen (13) Range Nineteen (19) less Right-of-way as taken for the St. Louis, Lawrence & Denver R. R. Co., also all of said Grantors interest in the Right-of-way as above. Also commence at a point on the east line of North East Fractional quarter (¼) Section Two (2) Township Thirteen (13) Range Nineteen (19) Ninety five rods (95) south of the North east corner of said fractional quarter section; Thence south on said section line to the south east corner of said fractional quarter section; thence west on the south line said fractional quarter section one hundred and sixty (160) rods to the south west corner of said fractional quarter section, thence north on the west line of said fractional quarter section to a stake ninety five (95) rods south of the north west corner of said fractional quarter section thence east and parallel with the north line of said fractional quarter section one hundred and sixty rods (160) to the place of beginning containing sixty (60) 25/100 acres (60.25) more or less, less a tract three (3) chains wide north & south by Nine 25/100 (9.25) chains long East & West out of the south east corner of the above described tract of land, leaving a net acreage of sixty (60) acres, more or less.

with all 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 incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of Nine Thousand Dollars according to the terms of One certain Note this day executed and delivered by the said H. A. Guin & Eliza C. Guin his wife to the said parties of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall 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 sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of
U. S. G. Plank

H. A. Guin [SEAL.]
Eliza C. Guin [SEAL.]
[SEAL.]

STATE OF KANSAS, County of Douglas } ss.

BE IT REMEMBERED, That on this 2 day of January A. D. 1908, before me U. S. G. Plank a Notary Public in and for said County and State, came H. A. Guin & Eliza C. Guin his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

My Commission Expires Dec. 11 1911

U. S. G. Plank
Notary Public.

Filed for Record the 2 day of Jan. A. D. 1908 at 3 20 o'clock P. M.

W. Armstrong
Register of Deeds.
By Eric E. Armstrong
Deputy.

Walkins National Bank
W. Mitchell Cash

The note herein described has been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 30 day of Jan. A. D. 1911
Ford & Lawrence
Register of Deeds.

Assignment See Bk. 47 - Pg 162
See assignment See Book 48 Pg 337

The following is endorsed on the original instrument
The note herein described has been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 1 day of March A.D. 1909
Ford & Lawrence
Recorded March 1, 1909