

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

This Indenture, Made this 2<sup>nd</sup> day of March in the year of our Lord, Twentieth Hundred and Eight (1908), between Frank E. Guinn, single of Douglas and State of Kansas, of the first part, and Norman W. Gaas, of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Four Thousand and No/100 (\$4000.00) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2<sup>d</sup> 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 East Half (1/2) of the South west quarter (1/4) of Section Ten (10), Township (13) Range Twentieth (20) East of 2<sup>nd</sup> P. M.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Frank E. Guinn do 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

This Grant is intended as a Mortgage to secure the payment of the sum of

Four Thousand Dollars

according to the terms of a certain note this day executed and delivered by the said Frank E. Guinn to the said part 2<sup>d</sup> of the second part

five years from date with interest at 6% payable annually, with privilege of paying \$100.00 in full on any interest paying date, N. W. Guinn signs note as surety.

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 part 2<sup>d</sup> of the second part, his 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 part 2<sup>d</sup> making such sale, on demand, to said Frank E. Guinn - heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Frank E. Guinn [SEAL]

N. W. Guinn [SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of March A. D. 1908, before me

Frank E. Guinn, a Notary Public in and for said County and State, came

Frank E. Guinn, single man - N. W. Guinn acknowledges signing this instrument as surety. 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 Mar. 2 - 1910

Frank E. Guinn  
Notary Public.

Filed for Record the 4 day of Mar. A. D. 1908, at 2<sup>30</sup> o'clock P. M.

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

The foregoing instrument is hereby acknowledged and the same is hereby recorded in full in this mortgage is hereby released and the same is hereby discharged. As witness my hand this 2<sup>nd</sup> day of March, A. D. 1908.

Norman W. Gaas

C. E. Guinn

Recorded March 1, 1913

Floyd Lawrence

Register of Deeds.