

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 6 day of March
and 1909

signature of J.P. Oxley

Recorded March 9, 1909

Walter Lawrence

Register of Deeds

these presents do Grant, Bargain, Sell and Mortgage to the said party 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 south east Quarter $\frac{1}{4}$ of Section Thirty Six (36) Township Fourteen (14) of Range Seventeen (17) with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does 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 encumbrances except a \$1000.00 balance due on a mortgage by J.P. Oxley to Michael Young which is a first lien on said grantor.

This Grant is intended as a mortgage to secure the payment of the sum of Four Thousand & 00/100 Dollars, according to the terms of one certain promissory this day executed by the said John H. Baldwin to the said party of the second part said note dated March second 1908, and due in one year from date hereof, being March 1st, 1909. int. 6% per annum from date..

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 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 party of the second part, his 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 there be, shall be paid by the party making such sale, on demand, to the said--- heirs and assigns. In Witness Whereof, The said party of the first part have hereunto set his hand and seal the day and year last above written.

John H. Baldwin. (SEAL)

State of Kansas, County of Osage, SS: BE IT REMEMBERED, That on this 7th day of March A.D. 1908 before me, a Notary Public in and for said County and State, came John H. Baldwin a widower to me personally known to be the same person who executed the foregoing instrument, 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 on the 23d day of June 1911. (SEAL) J.A. Kesler, Notary Public.

Recorded March, 10, A.D. 1908 at 8.35 A.M.

W. Armstrong
By Elias E. Armstrong

Register of Deeds.
Deputy.