

*The following is entered on the original instrument
The within Mortgage, having been paid in full, it is hereby
released on this the original instrument. The 30 day of September
1918
Elmer Underwood.*

Sept. 11th 1918

Estelle J. Underwood
Regist. of Deeds

THIS INDENTURE, Made this 22nd day of January in the year of our Lord one thousand nine hundred and twelve between J.M. Gibson and Julia A. Gibson, his wife, of R. #2, Baldwin, in the County of Douglas and State of Kansas, of the first part and Elmer Underwood, of the second part, Witnesseth: That the said parties of the first part, in consideration of the sum of Three Thousand and 00/100 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 party of the second part, his heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows to-wit: Northwest Quarter (N.W. $\frac{1}{4}$) Section Eighteen (18) Township Fifteen (15) Range Nineteen (19) Containing 160 acres, with 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 Three thousand and 00/100 Dollars according to the terms of a certain real estate bond, this day executed by the said J.M. Gibson, and Julia A. Gibson, his wife, to the said party of the second part, Due March 1st 1917, with interest according to the tenor of five interest coupons thereto attached. Principal and interest payable at the Astor Trust Company, New York City, and subject to 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 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 over plus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns. In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year first above written.

(O V E R)

J.M. Gibson (Seal)
Julia A. Gibson. (Seal)

-For Release Fee. Book 67-Page 453-