

and take and certify acknowledgements of deeds and other conveyances of land in said Territory. That I am acquainted with her handwriting and verily believe that the signature appended to the foregoing instrument is her signature, and further, that annexed instrument is executed by Charles William Case Deering and acknowledged by him according to the laws of the Territory of Hawaii.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of my office to be affixed this 20th day of March, A.D. 1916.  
(SEAL of Attorney General of Hawaii) I. M. Steinback,  
Attorney General of Hawaii.

City and County of Honolulu, Territory of Hawaii, SS.

I, Henry Smith, Clerk of the Circuit Court of the First Judicial Circuit of the Territory of Hawaii, the same being a Court of Record, hereby certify that Hilda Smith, whose name is subscribed to the acknowledgment of the annexed instrument in writing, was at the time of taking such acknowledgment a Notary Public of the First Judicial Circuit of the Territory of Hawaii, duly commissioned, sworn and acting as such and authorized to take the same; that I am well acquainted with her handwriting and I verily believe that the signature to the said acknowledgment is genuine, and further, that the annexed instrument is executed by Charles William Case Deering and acknowledged by him according to the laws of the Territory of Hawaii.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Honolulu, in said City and County, this 20th day of March, A.D. 1916.

(10% rev. Stamp) (SEAL)

Henry Smith, Clerk.

Recorded April 1st., A.D. 1916, at 8:01 o'clock A.M.

*Ray L. Lawrence*  
Register of Deeds,  
Geo. C. Hight Deputy.

THIS INDENTURE, Made this 31st day of March, in the year of our Lord, one thousand nine hundred and sixteen (1916), between E. S. Lynch & Mary O. Lynch, his wife, of Ottawa, in the County of Franklin and State of Kansas of the first part, and A. Buchner party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred & Fifty (1250.00) Dollars, duly paid, the receipt of which is hereby acknowledged, have sold, and by 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 Northwest quarter (N W  $\frac{1}{4}$ ) of Section No Fifteen (15) Township No Fifteen (15) Range No Nineteen (19), Containing 160 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 encumbrances.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twelve Hundred & Fifty Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the 31st day of March 1921, to the order of said second party, with interest thereon at the rate of 6 per cent. per annum payable semi-annually according to the term of 10 interest notes attached, and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the Peoples National Bank Ottawa Kans.

And this conveyance shall be void if such payment be made as 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 hereof; 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 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 first parties or their heirs and assigns.

IN WITNESS WHEREOF The said parties of the first part have hereunto set thier hands and seals the day and year last above written. E. S. Lynch. (SEAL)  
State of Kansas, Franklin County, SS. May O. Lynch. (SEAL)

BE IT REMEMBERED, That on this 31st day of March A.D. 1916, before me a Notary Public in and for said County and State, came E. S. Lynch and May O. Lynch, his wife, to me personally known to be the same persons 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.

Commission expires 26th day of January 1917 (SEAL) Charles F. Grain, Notary Public.  
Recorded April 1st., A.D. 1916, at 10:05 o'clock A.M.

*Ray L. Lawrence*  
Register of Deeds,  
Geo. C. Hight Deputy.

Recorded Feb 16 1922

*William Macdonald*  
Register of Deeds

*The following is indicated on the original instrument.  
The within mortgage is my first paid in full, it is hereby  
released to the original instrument, this 15 day of  
February 1922.*

*Under Plaintiff's administration  
of the estate of August Buchner, deceased.*