

MORTGAGE.

This indenture, made this 31st day of August in the year of our Lord, one thousand nine hundred and eighteen between H. O. Gibson and Mattie A. Gibson, his wife of Paldwin R.R. #2, in the County of Douglas and State of Kansas, of the first part, and Bert Underwood of the second part,

Witnesseth, that the said parties of the first part, in consideration of the sum of Four Thousand & no/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 (NW¹/₄) of section eighteen (18), Township fifteen (15), Range nineteen (19), containing 160 acres. Buildings on said land to be kept insured against loss by fire, lightning and tornado to the amount of \$1250.00 and loss payable to the holder of this mortgage during the continuance of this loan.

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 encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Four Thousand & no/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said H. O. Gibson and Mattie A. Gibson to the said party of the second part Bond due March 1, 1924 with interest according to the tenor of six interest coupons thereto attached. Principal and interest payable at the bankers trust company, New York, N. Y., and subject to 10% 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, of 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 paid 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 to 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.

H. O. Gibson, (SEAL)
Mattie A. Gibson, (SEAL)

State of Kansas ss.
Franklin County

BE IT REMEMBERED, That on this 31st day of August A.D., 1918, before me, a Notary Public in and for said County and State, came H.O. Gibson and Mattie A. Gibson, 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.

M. Martin, Notary Public.

(L.S.)

My commission expires on the 24th day of April 1919.

Recorded September 3rd, A.D. 1918,
At 9:15 O'clock A.M.

Estlin W. Nodding
Register of Deeds
Franklin County
Deputy.

MORTGAGE.

This Indenture, Made this 5th day of September in the year of our Lord, one thousand nine hundred and eighteen between J. F. Metsker and his wife, Zora Metsker, of Lone Star in the County of Douglas and State of Kansas of the first part, and The Board of Trustees of Ottawa University, Ottawa, Kansas, party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of Eighty five hundred and no/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 the said party of the second part, its 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 west quarter (SW¹/₄) of section Two (2) of township Thirteen, of Range Nineteen (19) East of the 6th P.M.

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 that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein,

Recorded *Mar 22* 1922

Estlin W. Nodding
Register of Deeds

The following is a correct and true copy of the original instrument as filed for record in the office of the Register of Deeds, Franklin County, Kansas, on the 31st day of August, A.D. 1918.

Bert Underwood.

Don W. Lewis Sec. Trust Co.