

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 23rd day of November
 1923.
 H. R. Webster

Recorded Nov. 24 1923
 J. E. Gilliland
 Register of Deeds

The following is compared to the original instrument:
 J. E. Gilliland
 Clerk of the District Court of Douglas
 County, Kansas

be known to be the identical persons who executed the foregoing instrument and such persons duly acknowledged the execution of the same.

My Commission expires June 24, 1926
 Witness my hand and notarial seal the day and year above set forth.
 (E. S.)

Recorded March 16, 1923
 At 2:50 O'clock P.M.

C. B. Hosford
 Notary Public in and for
 Douglas County, Kansas.
Joe E. McEllman
 Register of Deeds
Joe McEllman
 Deputy.

M O R T G A G E

THIS INDENTURE, Made this 8th day of Mch. in the year of our Lord one thousand nine hundred and twenty three between J. E. Gilliland and Millie Gilliland his wife of Ottawa in the County of Franklin and State of Kansas of the first part, and H. R. Webster party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$500. Five Hundred Dollars, to them duly paid thereceipt 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 West half of Lot 116, and all of Lot 118, Indiana Street City of Baldwin Kansas, 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, hereby covenant and agree that at the delivery hereof they are 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. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$3500 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT Is intended as a Mortgage to secure the payment of the sum of \$500 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 8th day of March 1924, to the order of said second party, copy of note Ottawa Kansas Mch 8th 1923, On or before one year after date, I, We or either of us promise to pay to the order of H. R. Webster, At First National Bank Ottawa, Kansas Five Hundred Dollars, with interest at the rate of 8% per annum From Date until paid. Value received interest paid semi-annually 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, 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 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 cost 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 their hands and seals the day and year first above written.

Signed, Sealed and Delivered in
 the presence of
 J. E. Gilliland (SEAL)
 Millie E. Gilliland (SEAL)

STATE OF KANSAS) ss.
 COUNTY OF FRANKLIN)

Be It Remembered, That on this 8th day of Mch A.D. 1923 before me a Notary Public in and for said County and State, came J. E. Gilliland and Millie Gilliland and his wife to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(ss) In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
 Commission expires on the 29th day of Dec. 1926
 Recorded Mch. 17, 1923 at 8:35 A.M.

W. R. Dean
 Notary Public.
Joe E. McEllman
 Register of Deeds