

The foregoing is endorsed on the original instrument

The debt secured by the within mortgage having been paid

I hereby acknowledge satisfaction in full this 23 day of September 1899

Register of Deeds

J. T. Saxman

Recorded November 27. 1899

Bartlett Brothers
Bartlett Brothers

This Mortgage, Made this First day of October 1895 by James N. Counts and Mertie F. Counts his wife of the County of Douglas and State of Kansas, party of the first part, to Herschel Bartlett, William N. Bartlett and David L. Bartlett, comprising the firm of Bartlett Brothers, of St. Joseph, Missouri, party of the second part,

Witnesseth, That said party of the first part, in consideration of the sum of Ninety (90) Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, their heirs or assigns, the Real Estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to wit: Lot Three (3) of Section Twenty three (23) being all of the South West quarter of said Section lying West of the West boundary line of the "Shawnee Indian Reservation" also the South Thirty eight and seventy eight hundredths ($38\frac{78}{100}$) Acres of Lot Four (4) of Section Twenty three (23) being the South $38\frac{78}{100}$ Acres of all that portion of South West quarter of said Section Twenty three (23) lying East of the West boundary line of the "Shawnee Indian Reservation" all in Township Fourteen (14) of Range Twenty (20) containing in all 80 Acres; said premises being the homestead of said parties of the first part.

To Have and to Hold the Same Forever, Provided, however, that whereas the said party of the first part have this day, for value received, executed and delivered to the said Bartlett Brothers, Ten Negotiable Promissory Notes, each for the sum of Nine (9) Dollars, due respectively in 6, 12, 18, 24, 30, 36, 42, 48, 54 and 60 months after date, with interest from maturity at the rate of Ten per cent. per annum, each payable to their order at their office, in St. Joseph, Missouri. When all of said notes shall have been fully paid, then this mortgage shall be canceled by any one of said Bartlett at the cost of the said party of the first part. If any one of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of Ten per cent. per annum, as provided by said notes, and judgment therefor, and for costs of suit, and for the foreclosure of this Mortgage, shall be rendered. If judgment be rendered for foreclosure of this Mortgage, it shall be that the whole of the said real estate be sold together, and not in parcels.

This mortgage is made subject to, and second to a mortgage this day given to The Mutual Benefit Life Insurance Company, of Newark, N. J., to secure a loan of (\$900) Nine Hundred Dollars, from it.

In Witness Whereof, the party of the first part have hereunto set their hands at the date first herein written.

James N. Counts
Mertie F. Counts