

(For return see Book 33, Page 111)

The following was recorded in the original instrument known all men by these Presents, That Jerry M. Dwyer the Mortgagee of the foregoing mortgage, does hereby acknowledge full payment of the principal and interest of the Bond and indebtedness account by said mortgage, and hereby releases, discharges and discharge said mortgage, and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the same of record. In Testimony Whereof, I have hereunto set my hands, this 28th day of March, 1899

Recorded March 1st 1899

U.S. Norman

Register of Deeds
Jas. H. O. Fisher
Deputy

G. W. Scott

This Indenture, Made this 28th day of February A.D. 1896 between Jerry M. Dwyer a single person of the County of Douglas and State of Kansas, party of the first part, and George W. Scott of the County of Johnson and State of Kansas, party of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to wit: all of the South East Quarter of Section Number thirty four (34) in Township Number Fourteen (14) in Range Number twenty one (21) containing One Hundred and sixty acres more or less.

To have and to hold the same, together with all and singular the emblements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever, And the said party of the first part does hereby covenant and agree, that at the delivery hereof he is lawfully seized in his own right of an estate in fee simple of and in all and singular the above described premises, with the appurtenances; that he has a good right to sell and convey the same; that said premises are free and clear of all incumbrances whatsoever, and that he will forever warrant and defend the title to said premises unto the said party of the second part, his heirs and assigns, against the claims and demands of all persons whatsoever.

Provided Always, And this instrument is made, executed and delivered upon the following conditions, to wit:

Said party of the first part, to secure the repayment of the principal and interest of a loan of the principal sum of One thousand Dollars, made to him by said party of the second part, has executed and delivered to said party of the second part his certain First Mortgage Real Estate Bond numbered 703 dated the 28th day of Feb, 1896, payable to the order of said party of the second part Five years after date, with interest thereon from date until due, at the rate of Eight per cent. per annum, payable annually, according to the tenor of interest coupons thereto attached, and bearing even date therewith, both principal and interest payable at Midland National Bank Kansas City Mo. The privilege is reserved by party of the first part to pay the Bond in multiples of One Hundred Dollars at any interest coupon payment, and to immediately become due at the option of the legal holder thereof, without notice, upon default in the payment of any interest coupon or any part thereof, or failure to comply with any of the conditions or agreements contained in this mortgage.

Said party of the first part agrees to pay all taxes and assessments levied upon or assessed against said premises or any part thereof when the same