

The following is enclosed on the original instrument.

Recorded Sept 19th 1904

At O'Connell

Register of Deeds

The Note herein described having been paid in full this mortgage is hereby released and the same hereby created discharged. September 14th 1904. Kate F. Lewis, witness Fred & Smith N.P. State of New York, County of Washington, City of New York, on the 14th day of September in the year nineteen hundred and four before me the undersigned personally appeared Kate F. Lewis, to me personally known to be the same person described in and who executed the foregoing instrument and she duly acknowledged to me that she executed the same. Fred H. Smith Notary Public

this day and year first above written.

Charles W. Toward [seal]

Acknowledgment

State of Kansas, Douglas County, S.D.

Be it remembered that on this 18th day of September A.D. 1899, before me, Geo. A. Banks, a Notary Public in and for said county and State, came Charles W. Toward an unmarried man to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same. In witness whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.



Geo. A. Banks
Notary Public

My commission expires Dec. 1, 1900.

Recorded Sept. 18th A.D. 1899, at 4 o'clock, P.M.

H. A. Foxman
Register of Deeds.

This indenture, made this 18th day of September in the year of our Lord one thousand eight hundred and ninety nine, between A. J. Carnell and Annie Carnell husband and wife of in the county of Douglas and State of Kansas, of the first part, and Kate F. Lewis of the second part, witnesseth, that the said parties of the first part, in consideration of the sum of one thousand 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 her 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 the northeast quarter of section twenty nine (29) Township Thirteen (13) south of Range nineteen (19) East of the 6th P.M. containing eighty (80) acres more or less, less one acre school lot in S.W. corner of said T.P., 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 incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of one thousand dollars due and payable in five years from date thereof, with interest thereon from date at six per cent per annum, according to the terms of our certain promissory note this day executed and delivered by said A. J. Carnell and Annie Carnell to the said party of the second part; and this conveyance shall be void if such payment be made as in said note recites and in this instrument specified. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or her assigns, in the sum of at least one thousand dollars, in some fire and marine insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any