

The following is endorsed on the original instrument—
 Not all men by these presents that F. W. Bruner does hereby
 acknowledge full payment of the debt secured by the foregoing
 mortgage, and authorize the Register of Deeds of the County of
 Douglas, in the State of Kansas, to discharge the same of record.

Recorded Feb. 13th 1905—

By W. J. Johnson

Register of Deeds

By Willie B. Johnson,

Deputy

By Francis H. Perkins, his Attorney-in-fact.

This Indenture made this First day of February A.D. 1904, by and between Frederick D. Cutler & Rindie L. J. Cutler his wife, in her own right, of Lawrence, County of Douglas, and State of Kansas, parties of the first part, and F. W. Bruner party of the second part. Witnesseth: That the parties of the first part, in consideration of the sum of Four Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate situated in the county of Douglas and State of Kansas, to-wit: The west fifty eight and one half (58 1/2) of Lot forty six (46) New Hampshire Street Lawrence Kansas. To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances therunto belonging. The parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, his heirs, executors, administrators or assigns forever. This grant is intended as a mortgage to secure the payment of Four Hundred Dollars according to the terms of a certain promissory note and a certain indenture of even date herewith, made by the part of the first part to the party of the second part, and particularly defining and setting forth the terms and the manner of payment, which said note and indenture are here referred to and made a part of this contract the same as though here written out in full. The parties of the first part covenant and agree to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all the premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent. per annum until paid. The part of the first part further covenant and agree to keep the buildings, fences and other improvements now upon, or which may be placed upon said premises, in good repair and condition; and to procure, maintain and deliver