

(The following is endorsed on the original instrument.)

[illegible]

(For Assignment See Book 51 Page 390)

For assignment See Book 48 Page 375

This Indenture, made the First day of December, A.D. 1908
between Sylvester Stull and Mary B. Stull Husband and Wife of the
County of Douglas and State of Kansas, party of the first part, and
The Prudential Trust Company, a corporation under the laws of Kansas,
located at Topeka, Shawnee County, Kansas, party of the second part.
Witnesseth, that the said party of the first part, in consideration
of the sum of Fifteen Hundred and No/100 Dollars, in hand paid, the
receipt whereof is hereby acknowledged, do hereby grant, bargain, sell,
convey and confirm to the said party of the second part, its
successors and assigns, the following described real estate in the
County of Douglas and State of Kansas, to-wit:

The West Half of the North-east-quarter of Section No. Thirty-one (31)-Township No. Twelve (12), Range Eighteen (18)-Douglas County State of Kansas a-for-said; less Two (2) acres in the South West corner and Three (3) acres in the Northwest corner of above described land, which has been sold for town lots.

To Have And To Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever. the intention being to convey an absolute title in fee to said premises.

And the said Parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Fifteen Hundred and No/100 Dollars, on the first day of December, A.D. 1913, with interest thereon at the rate of Five per cent. per annum, payable on the first day of June and December in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Parties of the first part and payable at the office of The Prudential Trust Company, in Topeka, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above