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 (For Release See Book 51 Page 363)

This Indenture, Made and executed this 30th day of December A.D. 1908 by and between Walter R. Henry and Sophronia Belle Henry his wife of the County of Finney and State of Kansas, parties of the first part, and Anna M. Dean of the second part. Witnesseth: That the said parties of the first part, for and in consideration of the sum of Forty Four Hundred (\$4400.00) Dollars, to her paid by the said party of the second part, the receipt of which is hereby acknowledged, have granted and sold and do by these presents Grant, Bargain, sell, Convey and confirm unto the said party of the second part, her heirs and assigns forever, the certain tract or parcel of real estate in the County of Douglas and State of Kansas to-wit: The North West Quarter (N.W. 1/4) of Section No. Eight (8) Township Fifteen (15) Range Twenty One (21) The intention being to convey ^{hereby} an absolute title in fee to said real estate, including any right of homestead had therein.

To Have and to Hold the premises above described, with all the appurtenances thereto belonging, unto her the said second party and to her heirs and assigns forever. The said parties of the first part hereby covenanting for themselves and their heirs executors and administrators, that the above described premises are free from incumbrance; that they have full right, power and authority to sell the same, and they will warrant and defend the title unto the said party of the second part, her heirs and assigns, against the claims of all persons whomsoever, lawfully claiming the same. And the said Sophronia Bell Henry wife of the said Walter R. Henry of the said--hereby releases and relinquishes all her right of dower in and to the foregoing described premises.

Provided Always, and these presents are upon this express condition, that if the said Walter R. Henry or his heirs, executors or assigns, shall pay or cause to be paid to the said Anna M. Dean or her heirs, executors or assigns, the sum of Forty Four Hundred (\$4400.00) Dollars, with interest thereon at the rate of 6 per cent per annum, payable as follows: \$4400.00 Dollars payable Five Years from date according to the tenor and effect of the One certain promissory note of the said Walter R. Henry and Sophronia Bell Henry his wife bearing date with these presents, then these presents to be void, otherwise to be and remain in full force and effect. The said Walter R. Henry shall pay all taxes and assessments levied upon said Real Estate before the same become delinquent, and shall pay all sums, both principal and interest, when due, or within ten days thereafter, and in case of not being so paid the full amount of money secured hereby shall at once become due and collectible and the holder may foreclose this mortgage; and the maker hereof waives the service of any notice declaring the same due on account of any default made as aforesaid; but ~~is not to be interested at the rate of eight per cent per annum and the mortgage shall stand as security for~~ the holder hereof may pay the delinquent taxes and interest. And the said Walter R. Henry hereby further agrees to cause the buildings situated on the premises hereby conveyed to be insured and kept insured in some good and reliable company until the payment of said notes, in the sum of Thirteen Hundred dollars, loss if any, payable to second party or to his heirs and assigns, as his interest may appear. And any failure so to do shall authorize second party or his heirs, executors or assigns, at his option, to effect and maintain such insurance at the expense of said Walter R. Henry and all sums of