

such persons have duly acknowledged the execution of the same. In Testimony Whereof,

I have hereunto set my hand and affixed my Seal the day and year last above written

(SEAL) Charles A. Hill, Notary Public.

My Commission expires Jan. 17, 1912.

Recorded Jan. 8, A.D. 1909. at 9.20 A.M.

*W. Armstrong* Register of Deeds.  
By *Eric C. Armstrong*, Deputy.

This Indenture, Made this first day of January in the year of our Lord one Thousand nine hundred and Nine by and between G.W. Nicholson and Bertha A. Nicholson husband & Wife of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank of Topeka, Kans. party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Ten Hundred and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents does, grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in Willow Springs Twp. County of Douglas and State of Kansas, to-wit:

The South 10 acres of the East  $13\frac{1}{2}$  acres of the West  $43\frac{1}{2}$  acres of the N.E.  $\frac{1}{4}$  of Sec. 11 Twp 14, Range 19 and Commencing at the South East Corner of the N.E.  $\frac{1}{4}$  Sec 11. Twp 14 Range 19, the North 45 Rods the West 40 Rods, the North 75 Rods the West to a point  $43\frac{1}{2}$  Rods, east of the West line of said Quarter Section; The South to the south line of said quarter Section; the East on said South line to the place of beginning less 10 acres more or less as conveyed by Jas. B Rothrock to Emeline Cockran recorded in Book 1-at Page 264.

to Have and to Hold the Same, With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. 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 in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims of all persons whomsoever. Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First. Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Ten hundred and no/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, 1227 executed and delivered by the said parties of the first part bearing date

*Recorded Dec 27 1909*  
*Know all men of these presents, that the State Savings Bank of Topeka, Kans.*  
*the Mortgage in their name, do hereby acknowledge full payment of*  
*the note for the foregoing mortgage secured, and authorize the Register*  
*of Deeds of Douglas County Kansas to discharge the same of record.*  
*Witnesseth: That the said parties of the first part, for and in consideration of the*  
*sum of Ten Hundred and no/100 Dollars, to them in hand paid by the said party of*  
*the second part, the receipt whereof is hereby acknowledged, have granted, bargained*  
*and sold, and by these presents does, grant, bargain, sell, convey and confirm unto*  
*said party of the second part, and to its successors and assigns, forever, all of the*  
*following described tract, piece or parcel of land, lying and situate in Willow Springs Twp.*  
*County of Douglas and State of Kansas, to-wit:*  
*The South 10 acres of the East 13 1/2 acres of the West 43 1/2 acres of the N.E. 1/4 of*  
*Sec. 11 Twp 14, Range 19 and Commencing at the South East Corner of the N.E. 1/4*  
*Sec 11. Twp 14 Range 19, the North 45 Rods the West 40 Rods, the North 75 Rods*  
*the West to a point 43 1/2 Rods, east of the West line of said Quarter Section; The*  
*South to the south line of said quarter Section; the East on said South line to*  
*the place of beginning less 10 acres more or less as conveyed by Jas. B Rothrock*  
*to Emeline Cockran recorded in Book 1-at Page 264.*  
*to Have and to Hold the Same, With all and singular the hereditaments and*  
*appurtenances thereunto belonging, or in anywise appertaining, and all rights of*  
*homestead exemption, unto the said party of the second part, and to its successors*  
*and assigns forever. 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*  
*in the quiet and peaceable possession of said party of the second part its*  
*successors and assigns, forever, against the lawful claims of all persons whomsoever.*  
*Provided, Always, And this instrument is made, executed and delivered upon the*  
*following conditions, to-wit:*  
*First. Said parties of the first part are justly indebted unto the said party*  
*of the second part in the principal sum of Ten hundred and no/100 Dollars, lawful*  
*money of the United States of America, being for a loan thereof made by the said*  
*party of the second part to the said parties of the first part and payable*  
*according to the tenor and effect of a certain First Mortgage Real Estate Note,*  
*1227 executed and delivered by the said parties of the first part bearing date*