

My commission expires October 13<sup>th</sup> 1909.

Recorded JAN. 19, A.D. 1909 at 1.50 P.M.

*Floyd L. Lawrence*

Register of Deeds.

(The following is enclosed in the original instrument)

Received  
Jany 15 1906  
Floyd L. Lawrence  
Register of Deeds.  
Chas. E. Wright  
Clerk

(For Partial Release see Book 48 Page 489)

This Indenture, Made this 2nd, day of Jany in the year of our Lord one thousand nine hundred and nine by and between Burt C. Jewett and Dora Jewett husband & wife of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kans. a corporation party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Five Thousand 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 do 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 Wakarusa Township County of Douglas and State of Kansas, to-wit:

The South West Quarter of Section 11 Township 13 Range 19 East of the 6th principal Meridian, Containing 160 acres.

To Have and to Hold the Same, With all the singular the hereditaments and appurtenances thereunto belonging, or in any wise 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 seised 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 who-soever.

Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First. Said grantors are justly indebted unto the said party of the second part in the principal sum of Five Thousand 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 one certain First Mortgage-Real Estate Note, No. 1256 executed and delivered by the said Grantors bearing date Jany 2-1909 payable to the order of the said The State Savings Bank, Topeka, Kans.

\$1000.00 Jan. 2-1910.

4000.00 Jan. 2-1914.

after date, at The State Savings Bank, Topeka, Kans. with interest thereon from date until maturity at the rate of  $5\frac{3}{4}$  per cent per annum, payable semi-annually, on the 2 days of July and January in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by 10 coupons attached to said