

✓ ^{aforsaid} and State, ^{came} Mary E. Smith and E. Smith, her husband who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year above written. My commission expires December 11, 1911.

(SEAL) U. S. G. Plank, Notary Public.

Recorded Jan. 14th A.D. 1910 at 1.50 P.M.

J. L. Lawrence
Register of Deeds.

This Indenture, made the 22 day of October A.D. 1909 between Mary V. Cartwright, a widow of the County of Los Angeles and State of California, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part, Witnesseth, that the said party of the XX first part, in consideration of the sum of One Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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 East half of the North East quarter of Section Thirty (30) in Township Thirteen (13) of Range Nineteen (19) containing Eighty (80) acres, To have and to hold the same, with the appurtenances thereto belonging or in any wise 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 party of the first part hereby covenants that she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that she 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 (\$1000) One Thousand Dollars on the first day of January A.D. 1915 with interest thereon at the rate of five per cent per annum, payable on the first day of July and January 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 party of the first part and payable at the office of The Mutual Benefit Life Insurance Company, in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void and 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 does hereby covenant and agree to pay,

*This financing is evidenced by original instrument.
Indebtedness covered by the within mortgage and having
been paid & hereby acknowledged, value delivered
full value & any party 1910.
A. L. Baskett.*

Recorded August 2, 1910
E. L. Plank, Notary Public
Register of Deeds
T. L. Plank
Dep.

For assignment See Book 57 Page 555.