

A.D.-1910, before me, a Notary Public, duly appointed, commissioned and qualified, and for
residing in said County, personally appeared Herschel Bartlett a member of the firm
of Bartlett Brothers of St. Joseph, Missouri, to me personally known to be the iden-
tical person described in and whose name is subscribed to the foregoing Release of
Mortgage, and he acknowledged the same to be the voluntary act of said firm and his
own free act deed. Witness my hand and Notarial seal in said County the day and year
last aforesaid. My commission expires December 1st 1913,

(SEAL) John Ashbaugh, Notary Public,

Recorded Feby. 28th A.D. 1910 at 9.20 A.M.

Floyd L. Lawrence
Register of Deeds.

This Indenture, Made this 14 day of Feb. in the year of our Lord one thousand nine
hundred and ten by and between Theron G. Hiatt and Alice Hiatt his wife of the coun-
ty of Shawnee and State of Kansas, Parties of the first part, and Abby A. M. Hiatt
party of the second part: Witnesseth, That the said parties of the first part, for
and in consideration of the sum of Fourteen Hundred 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, con-
vey and confirm unto said party of the second part, and to her heirs and assigns,
forever, all of the following described tract, piece or parcel of land, lying and
situate in Douglas County and State of Kansas, to-wit: The South West quarter ($\frac{1}{4}$)
of the South East quarter ($\frac{1}{4}$) of Section Two (2) Township Fourteen (14) Range Seventeen
(17) East of the 6th P.M. 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 her heirs and assigns forever. And the said party of the first part do hereby
covenant and agree that at the delivery hereof they are the lawful owner 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 her heirs 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 Theron G. Hiatt & wife justly indebted unto the said party of the
second part in the principal sum of Fourteen Hundred 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 Theron G. Hiatt & Wife and payable according to the tenor and effect of
one certain first mortgage real estate note & executed and delivered by the said
Theron G. Hiatt & wife bearing date Feb 14 1910 payable to the order of the said
Abby A. M. Hiatt ten years after date, at Bank of Richland Richland Ks. with interest
until Maturity
thereon from date, at the rate of 6% per cent per annum payable annually on the 14
days of February in each year, and 6 per cent per annum after maturity, the installments
of interest being further evidenced by 10 coupons attached to said principal note and
of even date therewith and payable to the order of said Abby A. M. Hiatt at Bank of