

to the alienation and exemption of homesteads. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered
in presence of; (SEAL) Peter E. Emery. (SEAL)
Marguerite Emery, Mary T. Emery. (Seal)
Gertrude Standing.

State of Kansas Douglas County SS. Be it remembered that on this 23 day of December A.D. 1909 before the undersigned Gertrude Standing, a Notary Public in and for the county and State aforesaid duly commissioned and qualified came, Peter E. Emery and Mary T. Emery his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons, duly and severally acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Commission expires July 5, 1911 (SEAL) Gertrude Standing, Notary Public.

Recorded April 18, 1910 at 10.00 A.M.

DeLoe L. Lawrence
Register of Deeds.

THIS INDENTURE, Made this First day of April A.D. 1910, by and between J.L. Brady unmarried, of Lawrence County of Douglas, and State of Kansas, party of the first part, and F.M. Perkins, party of the second part. WITNESSETH: That the party of the first part in consideration of the sum of Fifteen hundred Dollars to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and convey unto the party of the second part, his heirs executors, administrators or assigns, the following described real estate situated in the County of Douglas and State of Kansas to-wit: Lot Four (4) in Block Eleven (II) Lane Place in the city of Lawrence. TO HAVE AND TO HOLD THE SAME, together with all and singular tenements, hereditaments and appurtenances thereunto belonging. The party of the first part covenants and agrees that at the delivery hereof he is the lawful owner of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, his heirs executors, administrators or assigns forever. This Grant is intended as a Mortgage to secure the payment of Fifteen Hundred dollars according to the terms of a certain promissory note and a certain Indenture of even date herewith, made by the party of the first part to the party of the second part and particularly defining and setting forth the terms and the manner of payment, which said note and indenture are here referred to and made a part of this contract the same as though here written out in full. The party of the first part covenants and agrees to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be

*The following is entered on the original instrument.
Now all money above said, that John L. Brady do
hereby acknowledge full payment of the debt secured by
the foregoing mortgage and indenture, the City of Deeds
of the County of Douglas, in the State of Kansas to wit: by
the same person.
John L. Brady
J. L. Brady, Notary Public, atty in fact
for Lawrence County of Douglas & State of Kansas*

Recorded Dec. 13th 1910
Estelle J. McWhirter
Register of Deeds