

of October A.D. 1910 before me, the undersigned, a Notary Public in and for said County and State, came H.C. Waters to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 30th 1913. (SEAL) Joseph E. Riggs, Notary Public.

State of Kansas, Cherokee County, SS. Be it remembered, that on this 7th day of October A.D. 1910 before me, ^{H.C. Dale} ~~Joseph E. Riggs~~, a Notary Public, came Phebe A. Waters to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Oct. the 11th 1910 (SEAL) H.C. Dale, Notary Public.

Recorded Oct 15th A.D. 1910 at 10.00 A.M.

Floyd L Lawrence
Register of Deeds.

This Indenture, Made this First day of October A.D. 1910, by and between John T. Constant and Emma S. Constant, Husband and wife of Lawrence County of Douglas and State of Kansas, parties of the first part, and F. M. Perkins party of the second part, Witnesseth, That the parties of the first part, in consideration of the sum of Twenty five Hundred Dollars, To them duly paid, the receipt of which is hereby acknowledged, have 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: Lots Three (3) Five (5) and Seven (7) on Vermont Street, in the City of Lawrence To Have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. The parties of the first part covenant and agree that at the delivery hereof they are the lawful owners 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 Twenty-five 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 the 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 a lien upon said premises, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, together with interest at

*This following is endorsed on the original instrument
Shown All Money by these Parties, that F.M. Perkins has
hereby acknowledged and payment of the debt secured by
the foregoing mortgage, and authorize the Register of
Deeds of the County of Douglas in the State of Kansas to
cancel the same.*

Recorded
Oct. 24 1910
F. M. Perkins
Register of Deeds