

foregoing mortgage deed, and duly acknowledged the execution of the same to be his voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. My commission expires January 20th 1913.

(SEAL) Roscoe Smith, Notary Public, Johnson County, Kansas.

Recorded Feby 3rd at 9:13 A.M. 1911.

*Lloyd L. Lawrence*  
Register of Deeds.

(The following is indorsed on the original instrument recorded in book 48 page 164)  
For Value Received, The Merriam Mortgage company hereby assigns the within Mortgage and the debt secured thereby to Rutland Trust Company, Rutland Vermont February 6th 1911.

(CORP. SEAL)

Merriam Mortgage Company  
By F. D. Merriam, V. Pres.

State of Kansas, Shawnee County, SS. Be it remembered, That on this 6th day of February 1911, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came F. D. Merriam V. Pres. of the Merriam Mortgage Company, a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

In witness Whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Commission expires Jany 5th 1913. (SEAL) Agness McBurnaghan, Notary Public.

Recorded Feby. 7th A.D. 1911 at 9:00 A.M.

*Lloyd L. Lawrence*  
Register of deeds.

(For Release See Book 51 Page 47)  
This Indenture made this 3rd day of February, A.D. 1911, between The Lawrence Masonic Temple Building company, of Lawrence, in the County of Douglas, and State of Kansas of the first part, and Commerce Trust Company, of Kansas City, Missouri, of the second part; Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Thousand (\$15,000.00) Dollars to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns forever, all that tract or parcel of land situated in the county of Douglas and state of Kansas, described as follows, to-wit: Lot Number Ninety-three (93) Massachusetts street, in the city of Lawrence, Kansas, with all the appurtenances and all the estate, title and interest of the said party of the first part therein, And, the said the Lawrence Masonic temple Building company does hereby covenant and agree that at the delivery hereof it is 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. This grant is intended as a mortgage to secure the payment of a sum of Fifteen Thousand (\$15,000.00) dollars according to the terms of one certain promissory note this day executed and delivered by the said The Lawrence Masonic Temple Building Company to the said party of the second part, and this