

condition that it shall in no wise effect the lien of the above mentioned mortgage, but shall be <sup>only</sup> construed as a release from the lien of said mortgage as to the land above described. Witness my hand this 10<sup>th</sup> day of February A.D. 1911  
 In Presence of Louis Bergman by  
 Hugh Blair Fanny Bergman his attorney in fact.

State of Kansas, Douglas County, SS. Be it remembered, That on this 10<sup>th</sup> day of February A.D. 1911, Before me, the undersigned, a Notary Public in and for said County and state, came Fanny Bergman, Attorney in fact for Louis Bergman who is personally known to me to be the same person who executed the within ~~INDENTURE~~ release, and such person duly acknowledged the execution of the same.

In Testimony whereof, I have hereunto set my hand and affixed my seal on the day and year last above written.

Term Expires 28<sup>th</sup> Decr. 1913. (SEAL) Hugh Blair, Notary Public, Douglas County, Kansas.

Recorded Feby. 11th A.D. 1911 10:45 A.M.

*Floyd L. Lawrence*  
 Register of Deeds.

This Indenture, made the Thirty-first day of January A.D. 1911, between James W. Counts and Mertie F. Counts, Husband and wife, of the County of Douglas and State of Kansas, party of the first part, and Bartlett Brothers Land and Loan Company, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, party of the second part, Witnesseth, that the said party of the first part, in consideration of the sum of (\$1000.00) One Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do 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: Lot Three (3) of Section Twenty-three (23) being all of the Southwest Quarter of Said Section lying West of the West boundary line of the "Shawnee Indian Reservation"; and the South Thirty-eight and Seventy Eight Hundredths (38.75) acres of Lot Four (4) of Section Twenty-three being the South Thirty-eight and Seventy-eight Hundredths (38.75) acres of all that portion of the southwest quarter of said Section lying East of the West boundary line of said "Shawnee Indian Reservation"; all in Township Fourteen (14) of Range Twenty (20), <sup>Containing Eighty(80) acres</sup> TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise 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 covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they 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 (\$1000.00) One thousand Dollars, on the first day of February A.D. 1916, with interest thereon at the rate of six per cent per annum,

For value see next page

The following is endorsed on the original instrument