

My commission expires March 17, 1915. (SEAL) J.H. Mitchell.

RECORDED FEB. 20, 1912 AT 4.15 P.M.

Wm. J. Lawrence
Register of Deeds.

THIS INDENTURE, made this 1st day of February A.D. 1912 between Charles E. Sutton and Elizabeth W. Sutton, husband and wife, of the County of Douglas and State of Kansas, party of the first part and the Prudential Trust Company, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of three thousand and no/100 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: The west half (W $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of section twenty four (24) also the west half (W $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of section twenty five (25) and all of the west half of the southwest quarter (W $\frac{1}{2}$ of SW $\frac{1}{4}$) of section (24) lying south of the public highway, all of the above land being in Township Fourteen (14) range eighteen (18) Douglas County, State of Kansas, aforesaid,

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in any wise 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 parties 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 three thousand and no/100 Dollars on the first day of February A.D. 1917 with interest thereon at the rate of five per cent per annum, payable on the first day of February and August in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Charles E. Sutton and Elizabeth W. Sutton, husband and wife, and payable at the office of the Prudential Trust company in Topeka Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

AND the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner

(For Partial Release, See Book 57 Page 413)

Recorded June 13, 1917

E. E. Webb
Register of Deeds

*The following is endorsed on the original instrument:
The Prudential Trust Company, the mortgage within named
does hereby acknowledge full payment of the debt secured by the
foregoing mortgage, and with this the Register of Deeds of Douglas
County, Kansas, to discharge the same of record.
For Witness Hereof the said Company has caused these present
to be signed by its President and its officers and to be affixed thereto
the Official Seal of said Company.
By *Robert H. H. H. H.* President*