seld consideration , hereby expressly waives appraisement of said real estate, and all the benefits of the homestead exemption and stay laws of the State of Kansas. The foregoing conditions being performed, this conveyence shall be void and the mortgage discharged, otherwise to remain in full force and effect. In Witness Whereof, the parties of the first part have hereunto subscribed their names and affixed their seals the day and year first above written.

> Leroy Brown Mary R. I. Brown

543

State of kansas, County of Douglas, SS, be It remembered, that on this 13th day of April A.D. 1912, before me, a Notary Public within and for said County and state, came Leroy Brown and Mary R. I. Brown, his wife to me personally known to be the identical person described in and who executed the foregoing mostgage, and acknowledged the execution of the same to be their voluntary act and deed.

In "itness Whereof, I have hereunto subscribed my name and affixed my official seal at Lawrence, Kansas, the day and year last above written.

My commission expires Feb. 11, 1915.

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Recorded April 15th A.D. 1912 at 9:20 A.M.

(SEAL) E. O. Perkins, notary Public. Floyd L. Lawrence

Register of Deeds.

and the second second

. This Indenture, made this First day of April A.D. 1912 by and between Florence A. Wartin and Henry Martin, her husband, of Lawrence County of Douglas and State of Kan-Ress, 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 Twelve Hundred (\$1200.00) 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: Lot Twelve (12) in Block Thirty One (31) Quivers Place an addition to Lawrence, Douglas Co., Kansas. 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 fre 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 Twelve Hundred (\$1200.00) Dollars according to the terms of a certain promissory note and a certain indenture of even date herewith, made by the party of the the party of the second part first 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