

State of Missouri, Jackson County, ss.

J.W.Gleed, of lawful age, being first duly sworn, deposes and says: My name is J.W.Gleed and I am the duly authorized agent of the Old Colony Trust Company, for the purpose of making and filing this affidavit. The Missouri and Kansas Telephone Company mortgaged all its property situated in the State of Kansas to the Old Colony Trust Company, by instrument dated the 2d day of October, 1899 to secure its five per cent (5%) bonds. Said instrument is still in full force and effect and secures outstanding and unpaid bonds of the par value of \$678,000.00 with such interest as has accrued since the first day of April, 1913. And further affiant saith not. (This affidavit to be attached to copy of said mortgage now on file in the several Kansas Counties)

J. W. Gleed.

Subscribed and sworn to before me, a Notary Public within and for the County and State aforesaid, this 28th day of June 1913.
My commission expires February 26, 1914. (SEAL) D.V. Morris, Notary Public.

RECORDED AUGUST 9, 1913 AT 5:02 P.M.

Wm. L. Lawrence Register of Deeds.
By R. M. Mc Connell Deputy.

This Indenture, Made this 9th day of August A.D. 1913, between W.S.Wood and his wife, Laura M. Wood, of Douglas County, in the State of Kansas, of the first part, and Phin Kimball of St. Louis, Missouri, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three thousand Dollars (\$3000) the receipt of which is hereby acknowledged, do by these presents grant, bargain sell and convey unto the said party of the second part his heirs and assigns, all the following described real estate situated in the County of Douglas and State of Kansas, to-wit: A part of Lot 1 in Section 31, in Township No. 12 South of Range No 20 East of the Sixth P.M. described as follows: Commencing at a point 350 feet east and 40 feet North of the center of Pennsylvania ad Berkeley street in the City of Lawrence, thence running East to the Line of the right-of-way of the St. Louis, Lawrence and Denver Railway, Company, thence northwesterly with the line of said right of way to a point due north of the place of beginning; thence South to the place of beginning, excepting however, from said tract of land the following described piece or parcel of land, to-wit: Beginning 177 feet due East of the Northwest corner of Lot No 42 on Delaware street, in the City of Lawrence, thence running North 35 feet thence East 49 feet thence Southeasterly to a point 93 feet due east from the place of beginning; thence west 93 feet to the place of beginning, being the piece of land conveyed to Anna Rothman by deed dated June 5th 1873.

Also one engine and boiler, one 24" single surfacer and matcher complete, one 10" four side moulder complete, one sash stickler complete, one hand jointer complete, one No. 1 bench scroll saw, one No. 2 double spindle shaper and counter, one No 2 door tenoner complete, one Greenlee sash door and blind relisher and mortiser complete, one Rowley and Herran saw bench complete, one power feed rip saw and bench, one Egan sander complete, one Ketz slot tenoner, one Calum blind borer, one double blind wiper, one door and blind clamp, one exhaust fan, one No 2 emery wheel stand, one water knife grinder, one grindstone mandrel, one moulding steel cutter, steel saws, pulleys, shafting nangers and belting complete, wrought iron pipe and material for steam heating, one post borer complete, one 16" double end wood lathe complete, one Hall & Brown Disc and Dener sander, one Smith and Phillips window frame machine, 1 Wysong and Miles belt sander, 1 Wysong and Miles vertical square chisel mortiser.

To Have and To Hold the same, together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining forever;

Provided Always, And these presents are upon this express condition, that, whereas, said W.S.Wood and Laura M. Wood have this day executed and delivered one certain promissory note in writing to said party of the second part, in the sum of \$3000. Now if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and interest thereon, shall and by these presents become due and payable and said party of the second part shall be entitled to the possession of said premises.

In Witness Whereof The said Parties of the first part have hereunto set their hands the day and year first above written.

W.S.Wood
Laura M. Wood.

State of Kansas, County of Douglas, ss. Be it Remembered that on this 9th day of August A.D. 1913 before me Ord Clingman, a Notary Public in and for said County and State, came W.E.Wood and Laura M. Wood, his wife, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same. In Witness Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires May 27" 1917. (SEAL) Ord Clingman, Notary Public.

RECORDED AUGUST 9, 1913 AT 5:00 P.M.

Register of Deeds.

See instrument 202 Aug 9 1913
57 510
See David Allen in 6-4-51 Page 484

ATTEST
Phin Kimball
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 24 day of Dec 1913
Wm. L. Lawrence
Register of Deeds