

Know all Men by these Presents, That in consideration of full payment of the debt secured by a mortgage by William Hogg and Margaret M. Hogg his wife to T. H. Fitzpatrick for \$400.00 dated the 18th day of October A.D. 1888, which is recorded in Book 19 of Mortgages, page 590, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 9th day of September, A.D. 1914.

T. H. Fitzpatrick.

State of Colorado, Boulder County, SS.

Be It Remembered, That in this 21st day of September A.D. 1914 before me the undersigned a Notary Public in and for said County and State, came T. H. Fitzpatrick to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

My commission expires November 18 1917. (SEAL) Albertina Kallgren, Notary Public.

Recorded Sept. 26th. A.D. 1914, at 9:50 o'clock A.M.

W. L. Lawrence
Register of Deeds,
Geo. C. Nitzel Deputy.

This Indenture Made this 2nd day of April in the year of our Lord nineteen hundred and fourteen, between T. W. Jacobs and Clara Jacobs his wife, of the County of Douglas and State of Kansas of the first part, and Charles W. Wells, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred and Fifty Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs 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:

The Southeast quarter of the Northwest quarter of Section Ten (10) Township Fourteen (14) Range Nineteen (19), less the following described tract of land to-wit: Beginning at a point Nine (9) rods and Ten (10) links east of the Northwest corner of the Southeast quarter thence following a stone wall as a line in a southeasterly direction to a point Twenty-six and two-thirds (26-2/3) Rods South and Twelve (12) Rods East of said Northwest corner of said Southeast quarter; thence East Fourteen (14) Links; thence following said stone wall as a line in a Southeasterly direction to a point Forty (40) Rods South and Twenty (20) Rods East of said Northwest corner of said Southeast quarter; thence West Twenty (20) Rods to the West line of said Southeast quarter; thence North Forty (40) Rods to the place of beginning.

Also commencing at the Northwest corner of the Southwest quarter of Northeast quarter of Section Ten (10) Township Fourteen (14) Range Nineteen (19); thence East Thirteen (13) Rods; thence in a Southeasterly direction to a point Nineteen (19) Rods East of the Southwest corner of said Southwest quarter; thence West Nineteen (19) Rods to the West line of said Southwest quarter; thence North Eighty (80) Rods to the place of beginning, containing Eight (8) acres:

Also, beginning at the Northeast corner of the Southwest quarter of Section Ten (10), Township Fourteen (14), Range Nineteen (19); thence South Fifteen (15) Rods; thence West Sixty-four (64) Rods; thence North Fifteen (15) Rods; thence East Sixty-four (64) Rods to the place of beginning, containing Six (6) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, except a certain first mortgage given to C. W. Flory, Ira Rothrock and Eli Ulrich as Trustees for \$2000.00 due five years from this date, with interest at six per cent per annum. This grant is intended as a second mortgage to secure the payment of the sum of Two Hundred and Fifty Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part, due five years after date bearing interest at six per cent per annum payable ~~annually~~ annually; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner proscribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

State of Kansas, Douglas County, SS.

T. W. Jacobs (SEAL)
Mrs Clara Jacobs (SEAL)

Be It Remembered, That on this 2nd day of April A.D. 1914, before me Gertrude Standing a Notary Public in and for said County and State, came T. W. Jacobs and Clara Jacobs his wife, to me personally known to be the same persons who executed the foregoing instrument of writing 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 July 5 1915 (SEAL)

Gertrude Standing, Notary Public.

Recorded Sept. 26th. A.D. 1914, at 1:50 o'clock P.M.

W. L. Lawrence
Register of Deeds,
Geo. C. Nitzel Deputy.

The following is enclosed in the original instrument.
Now set new by these presents that the State Savings Bank, Topeka, Kansas, the mortgagee within named does hereby acknowledge full payment of the note by the foregoing mortgagee and authorizes the Register of Deeds of Douglas County, Kansas to discharge the same of record.

Recorded - Sept. 20 - 1918.
E. M. N. - 16