

KNOW ALL MEN BY THESE PRESENTS: That Eben Baldwin, the legal owner and holder of a certain promissory note secured by real estate mortgage for the sum of \$400.00 bearing date June 4, 1909, made and executed by William Frowe, mortgagor, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 46 of Mortgages, page 278, on the 7th day of June, 1909, in consideration of One hundred Dollars to him paid, does hereby release from the lien of said mortgage, the following described tract of land, to-wit, The North half of the West Ten acres of the South fifty acres of the East half of the Northwest quarter of Section 24, Township 12, Range 19 in Douglas County, Kansas, containing five acres more or less. It being understood that the lien of said mortgage on the other real estate described in said mortgage is retained as security for the balance on said note.

IN WITNESS WHEREOF, The said Eben Baldwin has hereunto set his hand this 3rd day of April, 1915.

Eben Baldwin.

State of Kansas, County of Douglas, ss.

BE IT REMEMBERED, That on this 3rd day of April, A.D. 1915, before me Bertha L. Zimmerman, a Notary Public in and for said County and State, came Eben Baldwin, 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires December 29-1915. (SEAL)

Bertha L. Zimmerman, Notary Public:

Recorded April 17th A.D. 1915, at 9:30 o'clock A.M.

*Floyd L. Lawrence*  
Register of Deeds,  
*Geo. C. Wright*  
Deputy.

THIS INDENTURE, Made this 22nd day of March, A.D. 1915 between Frank S. Butcher and Belle Butcher, (husband and wife), Douglas County, in the State of Kansas, of the first part, and The Thomas Mortgage Company, of Emporia, Lyon County, Kansas, of the second part,

WITNESSETH, that the said parties of the first part, in consideration of the sum of Three Hundred Fifty and no/100 Dollars, the receipt of which is hereby acknowledged, do, by these presents, grant, bargain, sell and convey unto the said party of the second part, its heirs, assigns or successors, all the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

The North 95 acres, less  $\frac{3}{4}$  acres, (cemetery), of the Northeast one-quarter ( $\frac{1}{4}$ ) of Section Two (2), Township Thirteen (13), Range Nineteen (19).

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever: Provided always, and these presents are upon the express conditions, that, whereas, said first parties have this day executed and delivered certain promissory notes to said party of the second part for the sum of Three Hundred Fifty and No/100 Dollars bearing even date herewith, payable at the office of The Thomas Mortgage Company, Emporia, Kansas, in equal installments of Fifty and No/100 Dollars each, the first installment payable on the first day of April 1916, the second installment on the first day of April 1917 and one installment on the first days of April and in each year thereafter until the entire sum is fully paid. And if default be made in payment of any one of said installments when due or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part, or of the legal holder of said notes, and shall draw interest at the rate of ten per cent per annum from date of said notes until fully paid.

And the said parties of the first part further agree that in case they pay the first mortgage upon the above described land, (for the negotiation or extension of which this mortgage and the notes hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in nowise effect this mortgage or the notes thereby secured, but that they will pay the sums hereby secured in full, as though no such payment of the first mortgage was made.

Now, if said first parties shall pay or cause to be paid to said party of the second part, its heirs, assigns or successors, said sums of money in the above described notes mentioned, together with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same are due, or if the first mortgage or any part thereof, or any interest thereon is not paid when the same is due, or if the taxes or assessments of every nature which are or may be assessed and levied against such premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall, and by these presents do, become due and payable, and the said party of the second part shall be entitled to the possession of the premises. All appraisement, exemption and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all incumbrances except Five Thousand and No/100 Dollars, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Attest: Jul H. Schweer.

Frank S. Butcher  
Belle Butcher.

Recorded

April 14th - 1915

Register of Deeds

(Seal of Butcher)

By R. H. Thomas

Secretary

The following is enclosed with original instrument  
The Butcher Butcher was hereby acknowledged by all parties  
after debt mentioned herein was completely satisfied and after  
within mortgage and hereby attesting the same discharged of  
Record. 1st day of April A.D. 1915 The Thomas Mortgage Company