

KNOW ALL MEN BY THESE PRESENTS, That George H. Gilmore, of Salem, in the State of New York, does hereby acknowledge that a certain instrument of mortgage, bearing date the 18th day of April 1885, made and executed by Emma L. Harris and William A. H. Harris, husband, of Douglas County, in the State of Kansas, to him, the said George H. Gilmore and recorded in the office of the Register of Deeds in and for said county of Douglas on the 18th day of April, 1885, in Book 9, at page 267, of the records of said office, is satisfied, the notes and indebtedness thereby secured having been settled and paid; and the said Register of Deeds is hereby authorized and directed to discharge such mortgage of record, and after the record of this instrument to make a minute of the discharge of such mortgage of record upon the margin of the record thereof, in accordance with the provisions of the statute in such cases made and provided.

This release is made at this time to correct an insufficient release made on July 1, 1887.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of October, A.D. 1916.

George H. Gilmore.

State of New York, County of Washington, SS.

BE IT REMEMBERED, That on this 3rd day of October, A.D. 1916, before me, Liston F. Rich a Notary Public in and for said County and State, came George H. Gilmore, 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 March 30th, 1918. (SEAL) Liston F. Rich, Notary Public.

Recorded Oct., 5th., A.D. 1916, at 2:05 o'clock P.M.

Dwight L. Lawrence
Register of Deeds,
Lucas W. Wright
Deputy.

THIS INDENTURE, Made the second day of October, A.D. 1916, between Frank Pardee and Albie Pardee, his wife, of the County of Douglas and State of Kansas, hereinafter known as party of the first part, and COMMERCE TRUST COMPANY, a corporation, of Kansas City, Missouri, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Fifteen Hundred and No/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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:

All of the North one-half (N $\frac{1}{2}$) of the Southwest fractional Quarter of Section Six (6), Township Fourteen (14), Range Twenty (20).

TO HAVE AND TO HOLD the same, with 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 party of the first part hereby covenants 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 encumbrances; 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 Fifteen Hundred and No/100 Dollars, according to the tenor and effect of their two certain principal promissory notes of even date herewith, numbered 64-15, one being for the sum of Twelve Hundred Fifty and No/100 (\$1250.00) Dollars payable on the first day of October, 1926, and the other being for the sum of Two Hundred Fifty and No/100 (\$250.00) Dollars, payable on the first day of October, 1921, both to said Commerce Trust Company, or order, at its office in Kansas City, Missouri, with interest thereon from date until maturity at the rate of five per cent per annum, payable semi-annually on the first days of April and October in each year according to interest coupons attached to said notes, Said notes further provide that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable, and both principal and interest are to bear interest at the rate of eight (8) per cent per annum after maturity; and shall perform all and singular the covenants herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part; otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with the costs and expense of collection, if any there be, and any costs, charges or attorney's fees incurred by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from commission of waste on said premises, and keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$1,000.00 against loss by fire, and not less than \$1,000.00 against loss by wind-storm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this

The following is entered on the original instrument:

Commerce Trust Company, the mortgage within named does hereby acknowledge full payment of the debt secured by the foregoing mortgage and authorizes the City of Douglas County, Kansas, to discharge the same of record. In Witness Whereof, the said Company has caused these presents to be signed by its Vice President and Clerk and attested, this 12 day of February A.D. 1916. Commerce Trust Company

Wm. F. Tracy, Secretary
Clark

1916

Recorded Feb. 16, 1916

Dwight L. Lawrence
Register of Deeds

Recorded

Sept. 10th, 1921

September 1921

Wm. F. Tracy

Wm. F. Tracy

The following is entered on the original instrument: The debt secured by this mortgage has been paid in full and the same is hereby cancelled and released this 12 day of