

*The following is endorsed under original instrument.*  
*Recorded July 11, 1917. The original mortgage having been paid on full it is hereby released on*  
*the 9th day of July 1917.*  
*Little Rock, Ark.*  
*James E. Moore.*  
*Register of Deeds.*

*On Assignment See Book 27 Page 125.*  
*Don Chase, Sec. Page 424.*

*Star Grain & Lumber Co.*  
*(By S. E. Hunt)*  
*(Corp Seal)*  
*Opp.*

THIS INDENTURE, Made this 7 day of Dec. in the year of our Lord one thousand nine hundred and sixteen between Cora E. Ernst of Wallsville in the County of Franklin and State of Kansas of the first part, and Star Grain & Lumber Co, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One hundred and seventy three & 74/100 Dollars to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does grant, bargain, sell and mortgage to the said parties of the second part, their 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 South one half (S $\frac{1}{2}$ ) of the Northeast one fourth (NE $\frac{1}{4}$ ) of Sec. Sixteen (16) Twp. Fifteen (15) Range Twenty one (21) containing 80 acres, with the appurtenances, and all the estate, title and interest, of the said party of the first part therein.

And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of incumbrances except one certain Mtg. of \$3200.00.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the illegal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand security therefor.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and seventy three & 74/100 Dollars, according to the terms of a certain mortgage note or bond this day executed by the said party of the first part and payable on the 7 day of Dec. 1917, to the order of said second party, with interest thereon according to the tenor thereof payable semi-annually according to the terms of interest notes attached, and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs 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 the said first party or his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part have hereunto set her hand and seal the day and year last above written.

Signed, Sealed and delivered in presence of Cora E. Ernst (SEAL)

S. E. Hunt.

State of Kansas, Franklin County, SS.

BE IT REMEMBERED, That on this 7 day of Dec A.D. 1916, before me a Notary Public in and for said County and State, came Cora E. Ernst to me personally known to be the same person who executed the foregoing instrument, 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.

Commission expires on the 11 day of Moh. 1920 (SEAL) S. D. Moherman, Notary Public.

Recorded Dec., 11th., A.D. 1916, at 10:25 o'clock A.M.

*Wm. J. Lawrence*  
*Register of Deeds,*  
*Don Chase, Deputy.*

THIS INDENTURE, Made the first day of December, A.D. 1916 between William A. Medill and Margaret V. Medill, his wife, of the County of Douglas and State of Kansas, hereinafter known as 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 Twelve Thousand Five 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:

The Northeast Quarter (NE $\frac{1}{4}$ ) and the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ), and the East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ), all in Section Ten (10), Township Thirteen (13), Range Nineteen (19), 1888

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 of convey the same; that said premises are free and clear of all encumbrances; and that they will warrant and defend the same.