

MORTGAGE RECORD

This Indenture Made this 22nd day of October in the

year of our Lord one thousand nine hundred seventeen, between
J. J. Savage and Minnie Savage his wife
of Lagawnee, in the County of Douglas and State of Kansas, of the first part, and
J. B. Stubbs and M. R. Stubbs

of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of
Four Thousand Five Hundred Sixty and no/100 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 part ies 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 Northwest (NW) 1/4 of the Northeast quarter (NE) 1/4 of Section Twelve (12) Township 12 North (12) Range Twenty
(20) all of the Southwest quarter (SW) 1/4 of Section Twelve (12) Township 12 North (12) Range Twenty (20) lying North West of the Arkansas River and on a corner
here in the Southwest corner of said quarter lying South of said Arkansas River and beginning twenty (20) rods South from the Northwest corner of the
Southwest quarter (SW) 1/4 of Section Twelve (12) Township 12 North (12) Range Twenty (20) then South 1/4 mile to the Arkansas River and on a corner
of said quarter, a line running West from the first point named will enclose nine (9) acres of land, East of said line, the
beginning at a point on the North side of the Northeast quarter (NE) 1/4 of Section Twelve (12) Township 12 North (12) Range Twenty (20)
Commence at a point on the North side of the Northeast quarter (NE) 1/4 of Section Twelve (12) Township 12 North (12) Range Twenty (20)
Creek, making the Northwest corner of said land, thence following in the middle of said creek in its course
through said quarter section to the place of beginning, being about four acres of land more or less, and
thence known as all that part of said Northeast quarter (NE) 1/4 of Section Twelve (12) Township 12 North (12) Range Twenty (20)
known as the "Minnie Savage" tract, and divide to the East and West of the Arkansas River and on a corner
in the Registry office for Douglas County, Kansas, in Book 6 at page 102, making in all 200 acres, more
or less

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
J. J. Savage and Minnie Savage his wife 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended

as a Mortgage to secure the payment of the sum of Four Thousand Five Hundred Sixty and no/100 DOLLARS,

according to the terms of one certain promissory note on this day executed by the said

J. J. Savage and Minnie Savage his wife to the said part ies of the second part; said note being given for the sum of Four Thousand Five Hundred Sixty
and no/100 DOLLARS,

dated October 22, 1917, due and payable in five year s from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 136 3/4

dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter

specified. And the said part ies of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on

account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Five Thousand DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and

costs, and insure the same at the expense of the part ies of the first part, and the expense of such taxes and accruing penalties, interest and costs, and

insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest

at the rate of 10 per cent, per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said

premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon,

and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part ies of the second part,

and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part;

and it shall be lawful for the part ies of the second part, their executors, administrators or assigns, at any time thereafter, to sell the

premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part ies of the second part;

and the proceeds of such sale, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid

by the part ies making such sale, on demand, to the said parties of the first part, their heirs and assigns

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hand s and seal s the day and year last above written.

Signed, sealed and delivered in presence of

J. J. Savage (SEAL)
Minnie Savage (SEAL)

STATE OF KANSAS }
Douglas County } ss.

BE IT REMEMBERED, That on this 24th day of October A. D. 19 17,

before me, L. H. Meuser, a Notary Public

in and for said County and State, came J. J. Savage and Minnie Savage

(his wife) 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 September 16, 1920

This instrument was filed for record on the 24th day of October A. D. 19 17, at 4:25 o'clock P.M.

Estelle Mathews Register of Deeds.

By Estelle Mathews Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
As witness my hand this 25th day of October A. D. 19 22
Chas. W. Higgins
Att'y

Recorded June 4th 1923
Estelle Mathews
Register of Deeds

For Assignment See Book 57 Page 1105

Recorded June 28 19 23
Estelle Mathews

This mortgage is described in full in the original instrument
and has been paid in full, this mortgage is hereby released and
the lien thereby created discharged.