

RELEASE.

We, Henry Manwaring, Charles Manwaring and John Manwaring of Waterloo, N.Y. formerly of Douglas County, Kansas,

Do hereby Certify, that a certain indenture of mortgage, bearing date the 10th day of March, in the year One thousand nine hundred fourteen made and executed by Ben Anderson and wife to secure the payment of Nine thousand Dollars, and recorded in the office of the Clerk of the County of Douglas, State of Kansas, in Liber 52 of Mortgages, page 267, on the 10th day of March 1914, at 2 o'clock P.M. is, together with the bond secured, fully paid, satisfied and discharged.

Dated the 25th day of

February, 1919,

Henry Manwaring (L.S.)
Charles H. Manwaring, (L.S.)
John Manwaring, (L.S.)

Witness:

Geo. E. Zartman,
Leonard L. Zartman,

State of New York,)
County of Seneca,) ss.
.....of.....)

On this 26 th day of February in the year One thousand nine hundred and nineteen, before the subscribed, personally appeared Henry Manwaring, Charles Manwaring and John Manwaring, to me personally known to be the same persons described in and who executed the foregoing instrument, and the.. severally acknowledged to me that the...executed the same.

Geo. E. Zartman, ss.
Notary Public.

My commission expires Mach. 30/1920.

(L.S.)

Recorded March 6, 1919, .
At 9:28 o'clock A.M.

Estelle Northrup
Register of Deeds,
Ernest Stern
Deputy.

MORTGAGE.

This indenture, made this 22 day of February A.D. 1919 between Daniel Kirby and Elsie M. Kirby, his wife, of the first part, and Warren 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 Seventy Five Hundred Dollars, paid by the secondparty, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do grant, bargain, sell and convey unto the said second party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the township of....
County of Douglas State of Kansas, to wit:

The Northeast quarter of section thirty-three, Township twelve South, Range Nineteen East of the 5th P.M. except the East half of the Northeast quarter of the Northeast quarter.

To have and to hold the same, with all the appurtenances thereunto belonging, unto the said second party, its heirs, assigns or successors, forever: and the said first parties 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 herein, free from all encumbrances, and that they will warrant and defend the same, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon this express condition, that whereas, the said first parties are justly indebted unto said Warren Mortgage Company in the principal sum of seventy five hundred Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Warren Mortgage Company to the said parties and secured by a certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of five per cent per annum from March 1 1919 until fully paid; interest to be paid as stated in the principal note, as specified by interest notes or coupons of even dates herewith attached to said principal note, principal and interest payable at The Fourth Atlantic National Bank of Boston, Massachusetts, or at such place as the legal holder may in writing designate.

Now, if said first parties shall pay or cause to be paid the said sum of money with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest on it, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupons of interest thereon, shall and by this indenture do immediately become due and payable; at the option of the second party, its assigns or successors, to be at any time hereafter exercised without notice to the said first parties. But the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior or outstanding lien or encumbrance, so due and payable, which the mortgagor or assigns shall neglect or refuse to pay, as herein set forth, and charge them against the said first parties and the amounts so charged, together with interest at the rate of ten per cent per annum, payable as stated in the principal note, shall be an additional lien upon the said mortgage property, and the said mortgage, its heirs, assigns or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents, issues and profits thereof.

Remarried to Kirby 27 Aug 1919

For Value Received, I hereby acknowledge full payment of the debt secured by this mortgage, and the same has been discharged of record. Dated this 1st day of March A.D. 1919. Attest: Geo. E. Zartman, Notary Public.

For Value Received, I hereby acknowledge full payment of the debt secured by this mortgage, and the same has been discharged of record. Dated this 1st day of March A.D. 1919. Attest: Geo. E. Zartman, Notary Public.

This Release is without effect unless the Release is recorded in the office of the Register of Deeds.

For Value Received, I hereby acknowledge full payment of the debt secured by this mortgage, and the same has been discharged of record. Dated this 1st day of March A.D. 1919. Attest: Geo. E. Zartman, Notary Public.