

the holder hereof; and it shall be lawful for the said party of the second part, her 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 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

B. F. Bowers, (Seal)
Carrie S. Bowers, (Seal)

State of Kansas,)
County of Franklin, ss.

Be it remembered, that on this 24th day of March A.D. 1920, before me, a Notary Public in and for said county and State, came B. F. Bowers and Carrie S. Bowers, his wife, 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.

Mary E. Wilkinson,
Notary Public.

Commission expires on the 27th day of Sept. 1921. (L.S.)

Recorded March 26, 1920, .
At 2:25 o'clock P.M.

Edwin Norchuck,
Register of Deeds,
Ferns Flora,
Deputy.

Release.

State of Kansas,)
County of Douglas, ss.

I, Abe Levy, sole heir of Rachel Levy, deceased, who died intestate, a resident of Douglas County, Kansas on or about the 15 day of February, 1914, and who is named as mortgagee in a certain mortgage dated October 28, 1882, recorded in Book 4, Page 3, being a lien on Lot 3, Massachusetts Street in the City of Lawrence, Douglas County, Kansas, in which J. C. Watts and Fannie Watts were named as mortgagors, do hereby acknowledge full payment of and satisfaction of said mortgage and hereby release the same of record.

Given under my hand this 2d day of Sept, 1919.

Abe Levy,

Be it remembered, that on this 2 day of Sept. A.D. 1919, before me, a Notary Public in and for said County, and State, came Abe Levy 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 Jan. 25, 1922.

(L.S.)

Geo. W. Kuhne,
Notary Public.

Recorded March 26, 1920, .
At 3:45 o'clock P.M.

Edwin Norchuck,
Register of Deeds,
Ferns Flora,
deputy.

MORTGAGE.

This indenture, Made this 26 day of March A.D. 1920, between George E. Smith and May C. Smith, 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 Twelve Thousand Dollars, paid by the second party, 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 Palmyra County of Douglas State of Kansas, to wit:

The Southeast Quarter of Section Ten, Township Fourteen South, Range Twenty East of the 6th P.M.

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 where as, the said first parties are justly indebted unto said Warren Mortgage Company in the principal sum of Twelve Thousand 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 six per cent per annum from April 1, 1920 until fully paid; interest

This mortgage is a record in mortgage instrument book 4, page 3, being a lien on Lot 3, Massachusetts Street in the City of Lawrence, Douglas County, Kansas, in which J. C. Watts and Fannie Watts were named as mortgagors, do hereby acknowledge full payment of and satisfaction of said mortgage and hereby release the same of record.

The following is endorsed on the original instrument:

This value received, we hereby acknowledge full payment of the debt mentioned herein and completed satisfaction of the same.

For Assignment see Book 57 Page 381
See Release see West Case.