

RELEASE.

Whereas; On November 6, 1906, W. H. Eastman and Verona M. Eastman his wife, executed and delivered to William T. Sinclair, of Lawrence Kansas, their certain commission mortgage for the sum of \$35.00 same being a collateral and commission mortgage to secure the commission incident to a principal mortgage of \$775.00 executed by said Eastman and wife on the same date and which is recorded in Book 52 at page 314 in the office of the Register of Deeds of Douglas County, Kansas. and

Whereas, the said William T. Sinclair, by deed dated April 15, 1914 and recorded in Book 90 at page 588 sold and assigned said commission mortgage, to I. J. Meade and Henry H. Asher, Trustees for the benefit of creditors of the said William T. Sinclair, deceased, and thereafter said trustees by virtue of said Trust deed, received possession of said commission mortgage, and have collected the same from the said W. H. Eastman, and have duly filed in the office of the Recorder of Deeds of Douglas County, Kansas their release and satisfaction thereof, and

Whereas, the undersigned, R. C. Manley, Administrator of the estate of William T. Sinclair, deceased for the purpose of perfecting the title of the said W. H. Eastman in and to the real estate covered by said commission mortgage, to wit:

Lot 196 Ohio St. Lawrence, Kansas

without having received any consideration therefor and without requiring any and for the purpose of clearing the title to said real estate from the lien of said mortgage, hereby acknowledge that the estate of said William T. Sinclair deceased, and the undersigned as administrator thereof, claim no right, title or interest in and to said real estate by virtue of said commission mortgage, and acknowledge release and satisfaction of the same.

R. C. Manley,
Administrator of the estate of
William T. Sinclair, deceased.

State of Kansas,
Douglas County,

Before me the undersigned, a Notary Public in and for the county and state aforesaid personally appeared R. C. Manley, Administrator of the estate of William T. Sinclair, deceased, and known to me to be such person and such administrator, and duly acknowledged the execution of the above and foregoing release to be his act and deed as such administrator for the purposes therein expressed. Dated Lawrence, Kansas this 27th day of October, 1920,

F. Henry Perkins,
Notary Public.

My com exp Jan 31, 1924.
Recorded Oct 27, 1920, .
At 1:20 o'clock P.M.

(L.S.)

Estlin Northrup
Register of Deeds,
Tampa, Fla.
Deputy.

MORTGAGE.

This indenture made October 22, 1920, by and between Willis E. Pence and Gladys A. Pence his wife of the County of Douglas State of Kansas, parties of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part:

Witnesseth, that said parties of the first part, in consideration of the sum of Twenty five hundred (\$2,500.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The South half of the Southeast quarter of Section twenty three (23), in Township Fourteen (14) South Range Nineteen (19) East of the Sixth Principal Meridian, containing in all eighty (80) acres, according to Government survey

To have and to hold said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenants with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquishes all their marital and homestead rights, and all other contingent interest in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided always, and this instrument is executed and delivered upon the following conditions:

First, that said party of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Twenty five hundred (\$2,500.00) Dollars on the first day of November, 1930 with interest thereon, payable semiannually from November 1st, 1920, according to the terms of one promissory bond or note with interest notes attached, signed by said party of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said party of the first part expressly agrees to pay any and all taxes and assessments which may be levied or assessed under the laws of the state of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.