

PARTIAL RELEASE.

State of Kansas, Douglas County, ss.

Know all men by these presents, That I,.....of the County and State aforesaid do hereby certify, that a certain indenture of Mortgage dated Dec, 23, 1918, made and executed by Charles R. Mathias and Lillian M. Mathias his wife of the first part, to The Trustees of Baker University of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 57, page 182, on the 8th day of January A.D. 1919, is as to Ten acres in a square out of the south East corner of the North East quarter of Section five (5) Township Fifteen (15) Range Twenty (20) Douglas County,County, Kansas, fully paid, satisfied, released, discharged.

This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hands this 2 day of November A.D. 1920.

The Trustees of Baker University.

By Nelson Case, Prest.

(Cor. Seal)

Chas. E. Beeks, Secretary.

State of Kansas,)
Labette County,) ss.

Be it remembered, that on this 5th day of November A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came Nelson Case as President of the Trustees of Baker University who is personally known to me to be the same person who executed the within release, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial seal on the day and year above written.

William A. Lawellin,

Term expires April 2, 1922.

(L.S.)

Notary Public, Labette County, Kansas.

Recorded Nov. 9, 1920, *

At 11:45 o'clock A.M.

Edith Dorchap,
Register of Deeds
Curry Flora,
deputy.

MORTGAGE.

Know all men by these presents:

That we, Clarence O. Fenstemaker and Adaline L. Fenstemaker, his wife, of Butler County, and State of Nebraska, in consideration of the sum of Eight Hundred no/100 Dollars in hand paid, do hereby sell and convey unto Frances E. Fenstemaker of Douglas County, State of Kansas, the following described premises situated in Douglas County, and State of Kansas, to wit:

Beginning sixteen rods and six (6) feet west of the North east corner of Block Nine (9) in that part of of the city of Lawrence, formerly known as North Lawrence, thence south (16) rods; thence West sixty feet; thence North sixteen (16) rods; thence east sixty (60) feet to the place of beginning.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower.

To have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the said Frances E. Fenstemaker and to her heirs and assigns forever, provided always, and these presents are upon the express condition that if the said Clarence O. Fenstemaker and Adaline L. Fenstemaker, their heirs, executors, administrators or assigns shall pay or cause to be paid to the said Frances E. Fenstemaker her heirs, executors, administrators or assigns, the sum of Eight hundred no/100 Dollars, payable as follows, to wit: Eight hundred no/100 Dollars on or before 14th day of August 1926, with interest thereon at 3 per cent per annum, payable annually, according to the tenor and effect of one promissory note by Clarence O. Fenstemaker and Adaline Fenstemaker bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate and all other taxes, levies and assessments levied upon this mortgage or the note which this mortgage is given to secure, before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$.....loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

It is further agreed, (1) that if the said mortgagor shall fail to pay such taxes or procure such insurance, the said mortgagee may pay such taxes and procure insurance; and the sum so advanced, with interest at.....Per cent shall stand as security for the same. (2) That a failure to pay any of said money, either principal or interest, when the same become due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectable at once at the option of the mortgagee.

Signed this 24 day of August A.D. 1918,

Clarence O. Fenstemaker,
Adaline L. Fenstemaker,

In presence of

P. W. McDermand,

State of Nebraska,)
Butler County,) ss.

On this 14th day of August A.D. 1918, before me the undersigned P.W. McDermand a Notary Public, duly commissioned and qualified for and residing in said County, personally came Clarence O. Fenstemaker and Adaline Fenstemaker, his wife, to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors, and acknowledged the same to be their voluntary act and deed.

Recorded Nov 17 1920

Edith Dorchap,

The following is referred to on the original instrument
The within mortgage described having been paid in full, this mortgage is hereby released and the
same hereby created obliterated. As witness my hand this 17th day of November A.D. 1920.

Frances E. Fenstemaker

The following is endorsed on the original instrument:
The Amount Secured by this Mortgage has been paid in