

interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

In testimony whereof, the said parties of the first part have hereunto set their hands.

State of Kansas,)
Douglas County,)ss.

Guy Joel Mathes,
Zeffa N. Mathes,

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of January 1921, personally appeared Guy Joel Mathes and Zeffa N. Mathes, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires January 23, 1923.

(L.S.)

Myrtle McConnell,
Notary Public.

Recorded Jan 13, 1921,
At 3:30 o'clock P.M.

Edwin Northrup!
Register of Deeds,
Lorne L. Lord
Deputy.

RELEASE.

Know all men by these presents, that in consideration of full payment of the debt secured by a mortgage by G. J. Mathes and wife Zeffa N. Mathes to Charles E. Sutton dated the 24th day of October 1919, which is recorded in Book 58 of Mortgage, page 305, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this...day of *Jan.* A.D. 1921..

Charles E. Sutton,

State of Kansas,)
Douglas County,)ss.

Be it remembered, that on this 10th day of January A.D. 1921, before me the undersigned a Notary Public in and for said County and State aforesaid came Charles E. Sutton who is personally known to me to be the same person who executed the within instrument of writing and such person he duly acknowledged the execution of the same.

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

Ord Clingman,

Notary Public, term expires May 27, 1921.

(L.S.)

Recorded Jan. 13, 1921,
At 3:40 o'clock P.M.

Edwin Northrup!
Register of Deeds,
Lorne L. Lord
Deputy.

MORTGAGE.

This mortgage, Made this 12th day of January, A.D. 1921, be and between Arthur E. Holcom and Nellie Holcom, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Davis - Wellcome Mortgage Company, a body corporate existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Eighteen Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to wit:

The West Half ($W\frac{1}{2}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Fifteen (15) Township Thirteen (13), South of Range Nineteen (19), East of the Sixth Principal Meridian, lying South of Wakarusa Creek, containing Fifty Five and Three fourths ($55\frac{3}{4}$) Acres, more or less.

To have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claim of all persons whomsoever.

Provided, always, And these presents are upon the following agreements, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Eighteen Hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first

For Acknowledgment See Book 62 Page 544
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