

## MORTGAGE

818-2 Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas  
COPYRIGHT MATTER

THIS INDENTURE, Made this 15th day of July A. D. 19 58,

between John T. Stewart and Arletia Stewart, Husband and Wife

of Douglas County, in the State of Kansas, of the first part;

and Douglas County State Bank, a Corporation of Douglas County, in the State of Kansas, of the second part;

WITNESSETH, That said part 1es of the first part, in consideration of the sum of Ten thousand and no/100 <sup>100</sup> DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, & it's ~~success~~ assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Beginning at a point 58 rods South and 2 rods 419 feet West of the Northeast Corner of the Northeast Quarter of Section Thirty-four (34), Township Twelve (12), Range Nineteen (19), thence West 268 feet, thence South 208 feet, thence East 268 feet, thence North 208 feet to point of beginning, in Douglas County, Kansas; the West 60 feet of said tract now being a part of a Township road.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said John T. Stewart and Arletia Stewart, Husband and Wife

ha ~~ve~~ this day executed and delivered one certain promissory note in writing to said part Y of the second part, of which the following IS A MEMORANDUM

Date of note July 15, 1958  
Amount of note \$10,000.00  
Maturity of note January 15, 1959

Signed- John T. Stewart  
Arletia Stewart

NOW, If said part 1es of the first part shall pay or cause to be paid to said part Y of the second part, & it's ~~success~~ assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part Y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1es of the first part ha ~~ve~~ hereunto set their hand 8, the day and year first above written.

John T. Stewart  
John T. Stewart  
Arletia Stewart

State of Kansas, Douglas County, as.  
BE IT REMEMBERED, That on this 15th day of July, A. D. 19 58, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John T. Stewart and Arletia Stewart, Husband and Wife

who ~~are~~ personally known to me to be the same person as who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last ~~above~~ written.

\_\_\_\_\_  
Chester G. Jones, Notary Public

Term expires August 10, 1961

Recorded July 15, 1958 at 11:00 AM.

\$10,000.00

RECEIVED of John T. Stewart and Arletia Stewart the within-named mortgagors, the sum of Ten thousand and no/10 DOLLARS, in full satisfaction of the within mortgage.

Douglas County Clerk, Attn: Wm. C. Jones, Notary Public

Harold A. Beck  
By James J. Jones  
July 15, 1958