

69240 BOOK 121

This Indenture, Made this 16 day of August
A. D. 1959, between William Cowart and Mabel Cowart

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Henry W. Miskimen and Lucy E. Miskimen, his wife,
as Joint Tenants with right of survivorship and not as tenants
in common. of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Four Thousand DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do
grant, bargain, sell and Mortgage to the said part 1st of the second part their heirs and assigns forever,
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:

Lot 35 on Orange Street and Lot 70 on Newton Street
in the City of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said William Cowart and Mabel Cowart
do hereby covenant and agree that at the delivery hereof they are the lawful owner of
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all
incumbrances

This grant is intended as a mortgage to secure the payment of Four Thousand
Dollars, according to the terms of one certain note this day executed and delivered by the
said William Cowart and Mabel Cowart to the
said part 1st of the second part Henry W. Miskimen and Lucy E. Miskimen

and this conveyance shall be void if such payments be made
as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or
if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become
due and payable, and it shall be lawful for the said part 1st of the second part their executors, administrators
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed by law, and out of all the moneys arising from such sale to retain the amount then due for 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 part
making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

William Cowart (SEAL)
William Cowart (SEAL)
Mabel Cowart (SEAL)
Mabel Cowart (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 16th day of August A. D. 1959

before me, the undersigned a Notary Public
in and for said County and State, came William Cowart and
Mabel Cowart, his wife

to me personally known to be the same persons 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.

March 8, 1962

Donald O. Nutt Notary Public

Donald O. Nutt



Recorded on April 14, 1959 at 9:00 A.M.

RELEASE

Harold A. Beck Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment
of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of
this mortgage of record. Dated this 3 day of December 1960.

Henry W. Miskimen Mortgagee.
Lucy E. Miskimen Owner.

This release
was written
on the original
mortgage
and
on 7th
day
of December
1960

Harold A. Beck
Reg. of Deeds
By James Beem
County