

The following is endorsed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged.

Subscribed and sworn to, this 7th day of May 1897

Recorded March 16th, 1898.  
J. H. Newman, Register of Deeds  
By 770 Wick

J. E. Hair, Notary Public  
My com. ex Aug. 3, 1900

Augustus M. Jardon  
Reuben Jardon

Section Thirty Five (35) Township Fourteen (14) Range Nineteen (19)

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 Benjamin K. Sutton and Jane M. Sutton have this day executed and delivered One certain promissory note in writing to said party of the second part, of which the following is a copy:

Three years after date we promise to pay to the order of S. M. Jardon, Two Hundred Dollars for Value recd. without interest. The provision of this being that if Benjamin K. Sutton and Jane M. Sutton shall pay the first mortgage on the S. E. 1/4 Sec. (35) Township 14 Range 19 Douglas Co. Kans, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The above described mortgage given as a first Mortgage is for One Thousand Five Hundred Dollars, & the within is a second mortgage.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or 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, and 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, and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree, upon default of the above covenant and conditions, or any or either of them, to pay the sum of Two Hundred Dollars, for the mortgage or his assigns, attorney fees for the foreclosure of this mortgage which sum shall be a lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of mortgage.

Appraisement Waived.

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

Executed in presence of:

M. M. Hair

Benjamin K. Sutton  
Jane M. Sutton

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 6 day of July A.D. 1893, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Benjamin K. Sutton and Jane M. Sutton husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such