

Mortgage Record No. 52.

This Indenture, Made this Eleventh day of February in the year of our Lord Nineteen hundred & thirty, between M. W. Cardwell & Lettie S. Cardwell (Husband & Wife) of Shawnee in the County of Charles and State of Kansas, of the first part, and Charles Jewell of the second part: Five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part his 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 Fifty one (51) Block Twenty one (21) in the City of Leavenworth

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said M. W. Cardwell & Lettie S. Cardwell 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.

Five hundred dollars This Grant is intended as a Mortgage to secure the payment of the sum of according to the terms of one certain six coupons this day executed and delivered by the said M. W. Cardwell & Lettie S. Cardwell to the said part y of the second part his heirs or assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 y of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said M. W. Cardwell heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of M. W. Cardwell (SEAL) Lettie S. Cardwell (SEAL)

STATE OF KANSAS, Shawnee County } ss. BE IT REMEMBERED, That on this 20th day of February A. D. 1933, before me, J. Jay Henderson a Notary Public in and for said County and State, came M. W. Cardwell & Lettie S. Cardwell his wife to me personally known to be the same person who executed the foregoing instrument 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.

My Commission Expires Oct. 25th 1934 J. Jay Henderson Notary Public.

Filed for Record the 18th day of March A. D. 1934 at 10:40 o'clock A. M. Ray Lawrence Register of Deeds. Geo. C. Hight Deputy.

Recorded at Shawnee Mo. Feb. 14 1934 Ray Lawrence Register of Deeds. Geo. C. Hight Deputy.

One following is registered on the original instrument: The same herein described having been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand and seal this day of February A. D. 1934. Charles Jewell