

presents to be signed by its Vice Pres. and its corporate seal to be affixed hereto by its Secretary, duly authorized for the purpose, this 7 day of Nov A.D. 1911.

(Confess)

Fidelity Trust Co.

By P. C. Cochran V.Pt.

Attest: W.E. Comstock, Secretary.

State of Missouri, County of Jackson, Ss

On this 7th day of November A.D. 1911 before me, the undersigned, a Notary Public duly appointed and qualified for, and residing in said County and State, personally appeared P. C. Cochran to me personally known to be the person who executed the foregoing instrument as \_\_\_\_\_ of Fidelity Trust Co. and who, being by duly sworn, did say that he is the \_\_\_\_\_ of Fidelity Trust Co. and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and that the said instrument was signed, sealed and delivered in behalf of said Company, by authority of its Board of Directors and the said P. C. Cochran acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and for the consideration therein expressed.

WITNESS my hand and official seal at Kansas City, Mo. in said County and State the day and year last above written.

My commission expires March 24, 1914. (SEAL) Charlton H. Hutchison, Notary Public in and for Jackson County, Mo.

Recorded Nov. 24th., A.D. 1915, at 2:30 o'clock P.M.

*Dwight L. Lawrence*  
Register of Deeds,

*Geo. C. Hays*  
Deputy.

THIS INDENTUR, Made this 22 day of November in the year of our Lord, one thousand nine hundred and fifteen between Milton A. Hughes and Vida O. Hughes, his wife, of Palmyra Twp in the County of Douglas and State of Kansas of the first part, and Effie Scott party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One 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 party of the second part, her 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:

The South Half (S $\frac{1}{2}$ ) of the Southeast Quarter (S.E. $\frac{1}{4}$ ) of Section Seventeen (17), Township Fifteen (15), Range Twenty one (21),

with the appurtenances and all the estate, title and interest of the said parties of the first part therein, 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the 22nd day of November 1920, to the order of said second party with interest thereon at 6% per annum payable annually. Privilege given to pay \$100.00 or multiple thereof at interest payment dates.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof: and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and 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 sale, to retain the amount then unpaid of 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 party making such sale, on demand, to the said first parties or their heirs or assigns.

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

Milton A. Hughes (SEAL)  
Vida O. Hughes (SEAL)

State of Kansas, County of Franklin, Ss.

BE IT REMEMBERED, That on this 22 day of November A.D. 1915 before me, a Notary Public in and for said County and State, came Milton A. Hughes and Vida O. Hughes, his wife to me personally known to be the same persons 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 on the 24 day of February 1918 (SEAL) Harry L. Mueser Notary Public.

Recorded Nov., 26th., A.D. 1915, at 8:15 o'clock A.M.

*Dwight L. Lawrence*  
Register of Deeds,

*Geo. C. Hays*  
Deputy.

This following is entered on the original instrument  
of this within Mortgage having been paid in full, it is hereby released  
within the original instrument, this 19 day of October 1915.  
Effie Scott  
Effie Scott  
Clerk of Court  
Register of Deeds