

THIS INDENTURE, Made this fifth day of February in the year of our Lord, One Thousand Nine Hundred Sixteen between T. L. Stewart and Ada B. Stewart, his wife, of the County of Wilson and State of Kansas, of the first part, and The Citizens State Bank of Fredonia, Kansas, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nine Hundred 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, its successor or assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots One (1), Two (2), Three (3), Ten (10), Eleven (11) and Twelve (12) in Block Ninety-one (91) Palmyra Addition to the City of Baldwin, Kansas, containing in all \_\_\_\_\_ acres, more or less, according to the government survey thereof, 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 that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrance, of whatsoever kind.

This grant is intended as a mortgage to secure the payment of the sum of Nine Hundred Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified.

Now, if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay, but if the said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or if installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments, of principal or interest, or charge for insurance; so due and payable, as the mortgagor or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon at the rate of ten per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property; and the same shall be secured by this mortgage and it shall be lawful for said party of the second part, its heirs, successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived, or not, at the option of the party of the second part, its heirs, successors or assigns, and the said mortgagee, or assigns, shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof, and out of all the moneys arising from such sale to retain the amount due for principal and interest, together with the costs and charges of making such sale; and the over-plus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns.

Said mortgagors agree to keep the buildings erected or to be erected on said land insured to the amount of Five Hundred Dollars, to the satisfaction, and for the benefit of the mortgagee or assigns, from this time until said debt and all liens by virtue hereof are fully paid.

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

T. L. Stewart (SEAL)  
Ada B. Stewart (SEAL)

State of Kansas, Wilson County, SS.

BE IT REMEMBERED, THAT on this 8th day of Feb'y A.D. 1916 before me, a Notary Public in and for said County and State, came T. L. Stewart & Ada B. Stewart who are personally known to me 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 term as Notary Public expires Nov 5 1918 (SEAL) M. O. Wiley, Notary Public.  
Residence, Fredonia, Kansas.

Recorded Feb'y., 11th., A.D. 1916, at 11:20 o'clock A.M.

Flora L. Lawrence  
Register of Deeds,  
Geo. C. Nitzel  
Deputy.

Recorded Sept. 15th, 1916 -  
Cattle 13th Nov. 1916 -  
No. 101 of Deeds

The following is enclosed in the original instrument  
The note hereby secured having been paid in full 28th  
Mortgage is hereby released and ordered cancelled of record  
this 1st day of Aug 12, 1919  
(Copy of)