

## RELEASE.

Know all men by these presents, that in consideration of full payment of the debt secured by a mortgage by Estella Beaton and John Beaton dated the 16<sup>th</sup> day of April, A.D. 1909, which is recorded in Book 45 of Mortgage, page 317, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 19<sup>th</sup> day of February A.D. 1919.

State of Kansas, )  
Douglas County, ) ss.

(Cor. Seal)

The Baldwin State Bank,  
Chas E. Hanks, V.P.  
W. M. Clark, Cash.

Be it remembered, that on this 19 day of February A.D. 1919 before me, the undersigned, a Notary Public in and for said County and State, aforesaid, came Chas. E. Beek Vice Pres. and W. M. Clark, Cashier, who personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my notary seal on the day and year last above written.

Term expires Aug. 7, 1919,  
Recorded Feb. 27, 1919,  
At 8:45 o'clock A.M.

(L.S.)

Ethel Huff,  
Notary Public.

*Estelle Northrup*  
Register of Deeds,  
*Ernie Hoss*  
Deputy.

## MORTGAGE.

This mortgage, made this 15th day of February in the year of our Lord One thousand nine hundred nineteen by and between William R. Jewell Jr. and Lois Patricia Jewell, his wife, of the County of Jackson and state of Missouri parties of the first part, and Estelle O. Beaton party of the second part,

Witnesseth; that said parties of the first part, for and in consideration of the sum of Three Thousand and no/100 Dollars to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns forever, all of the following described tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lots numbered Thirty (30), Thirty-one (31), Thirty-two (32) and thirty-three (33); all on Ninth Street, Baldwin City, Kansas.

To have and to hold the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said part of the second part, and to her heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

Whereas, William R. Jewell, Jr. and Lois Patricia Jewell, his wife, the said parties of the first part have this day made, executed and delivered to the said party of the second part their promissory note of even date herewith, by which they promise to pay to the said Estelle O. Beaton or order, for value received Three Thousand and no/100 Dollars, due February 15th 1924 with interest from date to maturity at the rate of seven per cent per annum, payable semi-annually, as evidenced by ten interest coupon notes for the sum of \$105.00 each falling due on the 15th days of Feb. and Sept. in each year, both principal and interest notes are payable at Baldwin State-Bank, Baldwin, Kansas and bear interest from maturity until paid at the rate of ten per cent per annum, payable semi-annually. Said note for \$3000.00 is given in payment of part of the purchase price for said property.

Now, if the said first parties shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are bylaw made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense for the date of the execution of this mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Twenty five hundred and no/100 Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second party may at his option effect such insurance in their own names, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 10 per cent interest may be collected in the same manner as the principal debt hereby secured.

The following is endorsed on the original instrument:

*The Baldwin State Bank, Baldwin City, Kansas, possesses of the mortgage with named as party of the second part, and the within mortgage is hereby paid, satisfied and discharged, and the parties of the first part, by the Register of Deeds of Douglas County, Kansas, to discharge the parties of the first part.*

*Ernest Huff, Notary Public, Baldwin City, Kansas, August 29, 1924.*

*The Baldwin State Bank, Baldwin City, Kansas, August 29, 1924.*

*W. M. Clark, Cashier.*

Recorded Sept. 4, 1924

*Ernest Huff*  
Register of Deeds

*Mortgage instrument See Book 57 Page 204.*

Recorded May 7, 1923

*The following is endorsed on original instrument: The within mortgage having been paid in full, it is hereby released on this 1st original instrument, dated May 1, 1923.*