

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except Seventy Five Hundred Dollars, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Attest:

C. W. McKeen,
Lawrence, Kans.

Daniel Kirby,
Elsie M. Kirby,

State of Kansas, Douglas County, ss.

Be it remembered, that on this, the 5 day of March A.D. 1919, before me, the undersigned, a Notary Public in and for said County and State, came Daniel Kirby and Elsie M. Kirby, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My commission expires Dec. 17, 1922.
Recorded March 6, 1919,
At 9:35 o'clock A.M.

(L.S.)

C. W. McKeen,
Notary Public.

Estelle Northrup
Register of Deeds,
Ferne Elora
Deputy.

MORTGAGE.

This indenture, made this 24th day of January in the year of our Lord, one thousand nine hundred and nineteen between Ray Denver Stewart and Lydia May Stewart, his wife, of Centropolis, in the County of Franklin and State of Kansas, of the first part, and Elmer Underwood of the second part,

Witnesseth, that the said parties of the first part, in consideration of the sum of Two thousand & no/100 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 said party of the second part, his heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to-wit:

West half of Southeast quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$) of section eighteen (18), township fifteen (15), Range Nineteen (19), containing 80 acres,

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 encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand & no/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said Ray Denver Stewart and Lydia May Stewart to the said party of the second part Bond due Feb. 25, 1924 with interest according to the tenor of ten interest coupons thereto attached. Principal and interest payable at the Bankers Trust Company, New York, N.Y., and subject to 10% interest after maturity.

And this conveyance shall be void if such payment be made as is 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 thereof; and it shall be lawful for the said party of the second part, his 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 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 paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

State of Kansas,
Franklin County, ss.

Ray Denver Stewart, (Seal)
Lydia May Stewart, (Seal)

Be it remembered, that on this 22nd day of February A.D. 1919, before me, a Notary Public in and for said County and State, came Ray Denver Stewart and Lydia May Stewart, 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.

M. Martin, Notary Public.

My commission expires on the 24th day of April 1919,
Recorded March 7, 1919,
At 1:55 o'clock P.M.

(L.S.)

Estelle Northrup
Register of Deeds,
Ferne Elora
Deputy.

Recorded Sept 5th 1919

Estelle Northrup
Register of Deeds,
Ferne Elora
Deputy.

The following is a correct and true copy of the original instrument as the same was filed in my office on the 22nd day of February A.D. 1919. Attest: *Elmer Underwood*

The following is a correct and true copy of the original instrument as the same was filed in my office on the 22nd day of February A.D. 1919.