

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

I, witness my hand this Twenty-fourth day of December, A. D. 1924

John H. Jacob

Recorded Dec. 29 1924

Ed C. Wellman

Register of Deeds

This Indenture, Made this 19 day of February in the year of our Lord nineteen hundred and nineteen between Midard Stewart and Berrie Stewart, his wife of Jefferson and State of Kansas, of the first part, and Charles A. Hudson of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Two thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sell 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:

The southeast quarter of the Northwest quarter of Section Twenty one (21) in Township Thirteen (13) of Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part ies 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 owner 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 Two Thousand Dollars according to the terms of one certain mortgage this day executed and delivered by the said parties of the first part to the said part y of the second part

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 parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Midard Stewart (SEAL)
Berrie Stewart (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 19 day of Feb A. D. 1924, before me, Midard Stewart and Berrie Stewart his wife a Notary Public in and for said County and State, came Charles A. Hudson 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 Jan 25 1925 C. M. Menter Notary Public.

Filed for Record the 19 day of February A. D. 1924, at 5:15 o'clock P.M.
Ed C. Wellman Register of Deeds
Erna Flora Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded Jan 7 1925
Ed C. Wellman
Register of Deeds