

MORTGAGE RECORD NO. 58

The following is ordered on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.
As witness my hand this 2nd day of September A.D. 1925

Recorded Sept. 2 1925
Paul C. Wellman
Register of Deeds

This Indenture, Made this 5th day of October in the year of our Lord
nineteen hundred twenty between Charles Rusty and Sophia
Rusty, his wife, of _____ in the County of
Johnson and State of Kansas, of the first part, and
William H. Nahr of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of
Fifty five hundred 00/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do _____ grant, bargain,
sell and mortgage to the said part of 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 southwest quarter of the Northeast quarter and the
South half of the Northwest quarter of Section Nineteen
Township thirteen Range twenty one, being 120 acres
more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said
Charles Rusty and Sophia Rusty, his wife,
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 except two mortgages
of \$4500. and \$225.-

This Grant is intended as a Mortgage to secure the payment of the sum of
Fifty five hundred 00/100 Dollars
according to the terms of one certain note this day executed
and delivered by the said Charles Rusty and wife to the said part _____ of the second part
said note being due on or before 5 years from date bearing interest
at the rate of 6% payable semi-annually.
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 of 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 of making such sale, on demand, to said Charles Rusty and wife,
their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Charles Rusty (SEAL)
Sophia Rusty (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of October A. D. 1922, before me,
Adolph Lutz Jr. a Notary Public in and for said County and State, came
Charles Rusty and Sophia Rusty, his wife,
(s) 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 January 24th 1925

Adolph Lutz Jr. Notary Public

Filed for Record the 7th day of October A. D. 1922, at 9:10 o'clock A.M.
Edwin Northrup Register of Deeds
Turner Glara Deputy.