

MORTGAGE RECORD NO. 58

PEOPLES STATE BANK

This mortgage is entered on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby  
released and the first thereby conveyed is being  
A witness my hand this 8th September A.D. 1922  
Millard Stewart

Rec'd Sept. 8 1922  
Dea. C. W. Deane  
Register of Deeds

This Indenture, Made this Twenty Ninth day of December in the year of our Lord  
one thousand two hundred and twenty between Willie H. Carson and Jesse R.  
Carson, both single men, of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Millard Stewart of the second part:

WITNESSETH That the said part one of the first part, in consideration of the sum of  
One Thousand DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do grant, bargain,  
sell and mortgage to the said party 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 South half of the North West Quarter of Section No.  
Twenty one (21) in Township No. Thirteen (13) of Range No. Twenty  
(20) East

with all the appurtenances, and all the estate, title and interest of the said part one 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 except a mortgage of record  
dated July 19, 1919 covering the west forty the balance of 2000 of a mortgage of the same  
date covering the East forty This Grant is intended as a Mortgage to secure the payment of the sum of

One Thousand  
according to the terms of one certain note this day executed  
and delivered by the said parties of the first part to the said party of the second part  
and due one year after date

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments or any part thereof, or inter-  
est 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 party 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 party making such sale, on demand, to said parties of the first part  
their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of  
Willie H. Carson (SEAL)  
Jesse R. Carson (SEAL)

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 29 day of Dec A. D. 1922, before me,

a Notary Public in and for said County and State, came  
Willie H. Carson and Jesse R. Carson, both unmarried,  
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 27 1924 C. M. Munter Notary Public.

Filed for Record the 29 day of Dec A. D. 1922, at 5:50 o'clock P.M.  
Edwin M. Hargraves Register of Deeds  
John E. Hargraves Deputy.