

MORTGAGE RECORD-59.

RECORDED  
March 19<sup>th</sup> 1923  
\$2000.00  
Melvin K. 315-1923  
Received of Benj. O. Bartz and wife the within named mortgage for the sum of Three Thousand and no/100 Dollars, to wit: in full satisfaction of the within mortgage of \$2000.00, bearing interest at the rate of 6% per annum, and secured by the within mortgage.

This Indenture, Made this 2 day of March A. D. 1922 between Benj. O. Bartz and Elizabeth Bartz, his wife,

of Eudora, Douglas County, in the State of Kansas of the first part, and Stew. Hall of the second part;

Witnesseth, That said party of the first part, in consideration of the sum of Three Thousand and no/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to wit:

Block 11, Lot (1), Lot (2), Three (3), Four (4), Twenty Two (22), Twenty three (23), Thirty (30), Thirty One (31), Forty Eight (48), Forty Nine (49), Fifty Six (56), and Fifty Seven (57), in the City of Eudora, Douglas County, Kansas.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Benj. O. Bartz and Elizabeth Bartz, husband and wife have on this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

\$2000.00 Eudora, Kansas, March 2, 1921  
Two years after date we or either of us promise to pay to the order of Stew. Hall Three Thousand and no/100 Dollars at the New Valley State Bank of Eudora, with seven per cent interest from date semi-annually until maturity, and ten per cent per annum after maturity, until paid.  
Value received Demand, Contract and Notice of non-payment of this note as waived by both makers and endorsees hereof.  
No  
Due March 2, 1923.

Now, If said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said party of the first part has hereunto set his hand, the day and year first above written.

Executed in the presence of Benj. O. Bartz  
Elizabeth Bartz

STATE OF KANSAS,  
Douglas County, ss.

Be It Remembered, That on this 2 day of March A. D. 1922, before me the undersigned a Notary Public in and for said County and State, came Benj. O. Bartz and Elizabeth Bartz, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have 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 Feb. 18 1922. August H. Fickler Notary Public.

Recorded Mar 5, 1923  
At 4:30 o'clock P.M.

Estow Norcross  
Register of Deeds.  
Terre Haute, Deputy.