

MORTGAGE RECORD—59.

Map No. 1247
 1st Pub. 2-30

This Indenture, Made this 11th day of February A. D. 1931 between
Ezra Barnhart and Elizabeth Barnhart, his wife

of Franklin County County, in the State of Kansas of the first part, and
The Kansas State Bank, Overbrook, Kansas
 of Osage County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of
One Thousand & 00/100 DOLLARS,

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

The West Half (W) of the Southeast Quarter (1/4) of Section Eighteen (18) Township Fifteen (15) Range Eighteen (18) East of the Sixth C.M.

(This mortgage subject to a first mortgage of \$2000.00 to C. T. Wray of Overbrook, 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 parties of the first part

on 11th day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy \$1000.00 Overbrook, Kansas, Feb 11th, 1931

Two years after date, for value received, we, over and above, promise to pay to the order of The Kansas State Bank, Overbrook, Kansas, One Thousand & 00/100 dollars at The Kansas State Bank, Overbrook, Kansas with interest at seven percent per annum from date until paid. Signers and endorser waive demand, protest and notice of non-payment.

Ezra Barnhart
Elizabeth Barnhart

copy

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors 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 parties of the first part have hereunto set their hand and seal the day and year first above written.

Executed in the presence of

Ezra Barnhart
Elizabeth Barnhart

STATE OF KANSAS,
Osage County, ss.

Be it Remembered, That on this 11th day of February A. D. 1931 before me
Edw. H. Platt a Notary Public in and for said County and State, came
Ezra Barnhart and Elizabeth Barnhart, his wife
 who personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

Legal Seal

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 May 8 1931

Edw. H. Platt

Notary Public.

Recorded March 11, A. D. 1931 at 5.10 P. M.

Edw. E. Armstrong
Register of Deeds.

The following is a true and correct copy of the original instrument.
 The said copy described having been paid in full, this mortgage is hereby
 released and the same thereby created discharged.
 A. D. 1932
March 25 day of March
Kansas State Bank, Overbrook, Kansas
C. T. Wray, Vice Pres.
per

Recorded April 1, 1932 -
Edw. E. Armstrong
Register of Deeds.