

## MORTGAGE RECORD NO. 60

This Indenture, Made this 1st day of July in the year of our Lord nineteen hundred twenty-two between C. D. Stewart and Mattie M. Stewart, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Citizens State Bank, Lawrence, Kansas of the second part:

WITNESSETH That the said part and of the first part, in consideration of the sum of Twelve hundred and no/100 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 part of of the second part its successors 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:

Lot Eighty one (81) and the South One Fifth (1/5) of Lot Seventy nine (79) and the North Twenty feet (20 ft.) of Lot Eighty three (83) on Indiana Street, in Block Eighteen (18), in that part of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said C. D. Stewart and Mattie M. Stewart his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner of of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred and no/100 Dollars according to the terms of one certain note and delivered by the said C. D. Stewart and Mattie M. Stewart his wife to the said part of of the second part three years after date with interest from date at the rate of 8 1/2 per annum interest payable semi annually Privilege of paying \$100 or any multiple thereof every ninety days 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 its successors 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 sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said C. D. Stewart and Mattie M. Stewart his wife their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

C. D. Stewart (SEAL)

Mattie M. Stewart (SEAL)

(SEAL)

STATE OF Kansas }  
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of July 1922 A. D. 1922, before me, A. F. McGlauchan a Notary Public in and for said County and State, came C. D. Stewart and Mattie M. Stewart his wife to me personally known to be the same person and who executed the foregoing instrument and duly acknowledged 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 April 20 1925

A. F. McGlauchan  
Notary Public.

Filed for Record the 3rd day of July A. D. 1922 at 10:40 o'clock P. M.

E. H. Northrup Duffel Register of Deeds

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.

As witness my hand this 28th day of Sept. A. D. 1922.

Frank (Corps Sec) Citizens State Bank  
1st Vice President

Oct 2 249 1922  
East T. Ashing Duffel  
Recorder