

The following is entered on the original instrument:

The said instrument is filed in full, and this day

For Assignment to Bank 65 Page 143

Recorded May 7 1923

Geo. E. McIlwain

Register of Deeds

Witnessed by the undersigned, Notary Public, State of Kansas, on this day

MORTGAGE

THIS INDENTURE, Made this 14th day of February in the year of our Lord, one thousand nine hundred and twenty three between Ray Denver Stewart and Lydia May Stewart, his wife, of Baldwin (RFD#2) in the County of Douglas and State of Kansas, of the first part, and Elmer Underwood of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand 00/100 Dollars, to them duly paid the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to said party of the second part, his heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to-wit:

The West half of the Southeast Quarter (W 1/2 SE 1/4) of Section Eighteen (18), Township Fifteen (15), Range Nineteen (19), Containing in all 80 acres more or less, with the appurtenances and all the estate, title and interest of the said parties 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of Three Thousand 00/100 Dollars according to the terms of a certain real estate bond, this day executed by the said Ray Denver Stewart and Lydia May Stewart to the said party of the second part due March 1st, 1928, with interest according to the tenor of ten interest coupons thereto attached, Principal and interest payable at the Bankers Trust Company, New York City, N.Y., and subject to 10% interest after maturity.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In presence of

Ray Denver Stewart (Seal)
Lydia May Stewart (Seal)

STATE OF KANSAS) ss.
FRANKLIN COUNTY)

Be It Remembered, That on this 17th day of February A.D. 1923, before me, a Notary Public in and for said County and State, came Ray Denver Stewart and Lydia May Stewart, his wife, to me personally known to be the same persons 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.

(L. S.)

M. Martin
Notary Public

My Commission expires on the 24th day of April 1923.

Recorded March 14, 1923
At 8:30 O'clock A.M.

Geo. E. McIlwain
Register of Deeds
Deputy.

FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That Joseph John Bleakley and Jessie Blamch Bleakley (his wife) of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to MAXWELL INVESTMENT COMPANY, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

The Southwest Quarter (SW 1/4) of Section Thirteen (13), Township Fourteen (14) South Range Nineteen (19) East containing One Hundred Sixty acres more or less together with all the improvements thereon and the appurtenances thereunto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to Maxwell Investment Company, its successors and assigns, the payment of the sum of Four Thousand & no/100 Dollars with interest thereon

The following is entered on the original instrument:

Clare of the District Court of Douglas

W. E. Smith

For Assignment

Release

Page

Page

Page