

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Twentyfourth day of February in the year of our Lord, one thousand nine hundred and two, between Willis A. Colman and Leonora E. Colman, his wife, of Kanawaka in the County of Douglas and State of Kansas, of the first part, and John A. Kelly, of the same place, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight hundred 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 the said part of 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 east quarter of section No. Twenty four (24) in Township No. Twelve (12) South of Range Eighteen (18) East of the 16th Principal Meridian, containing 160 acres of land, more or less.

with all 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 incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars, part of the purchase money of said above described premises according to the terms of three certain promissory notes this day executed and delivered by the said parties of the first part to the said part of of the second part due and payable on or before two, four and six years after date, respectively, with interest payable annually at the rate of five per cent per annum until maturity and ten per cent per annum after maturity on default. 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 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 costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Willis A. Colman (SEAL)
Leonora E. Colman (SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 24th day of February A. D. 1902, before me

Wm. J. Sinclair a Notary Public in and for said County and State, came Willis A. Colman and Leonora E. Colman, his wife

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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires December 13 1904 Wm. J. Sinclair Notary Public

Filed for Record the 25th day of Feb A. D. 1902, at 2:20 o'clock P. M.
W. A. Sinclair Register of Deeds

The following is indorsed on the original instrument:
The Note, herein described, having been paid in full, this mortgage is hereby released. And the five percent interest thereon is hereby released. As witness my hand this seventh day of July A.D. 1906.
John A. Kelly.

Recorded July 7th 1906.
C. W. Ambler, reg.
Register of Deeds.

