

MORTGAGE RECORD No. 38.

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

This Indenture, Made this seventh day of March in the year of our Lord, one thousand Nineteen hundred and twelve (1912), between M. Keeney and Luther Keeney, husband and wife, of Leavenworth Co. in the County of Douglas and State of Kansas, of the first part, and Thos. M. Nace and Mary W. Nace, of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Twelve hundred Dollars,

to her duly paid, the receipt of which is hereby acknowledged, ha ✓ sold, and by these presents do sell grant, bargain, sell and mortgage to the said part ies of the second part their 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 north one half (1/2) of Sec. eleven (11) Township Twelve (12) Range eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said M. Keeney do ✓ hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of five thousand dollars

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred according to the terms of a certain note this day executed and delivered by the said M. Keeney, Luther Keeney, man and wife to the said part ies of the second part

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 ies of the second part their 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 ies making such sale, on demand, to the said M. Keeney, her heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

M. Keeney (SEAL)
Luther Keeney (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas -COUNTY- ss.

BE IT REMEMBERED, That on this 15 day of March A. D. 1912, before me

Nellie Benjamin a Notary Public in and for said County and State, came

M. Keeney and Luther Keeney, husband and 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Sept. 29 1913

Nellie Benjamin Notary Public

Filed for Record the 15 day of March A. D. 1912, at 4 o'clock P. M.

G. J. Dorman Register of Deeds

Original Instrument
 The following is endorsed on the original instrument
 The note, which described having paid in full this mortgage
 is hereby Released and the lien thereby created destroyed
 Dec 11 1918. 3:55 PM As witness my hand this 11 day of Dec. 1918.
 Wm. M. Nace.
 (For Release see Book 51 Page 366)
 Registered
 Register of Deeds

The following is endorsed on the original instrument
 The note, which described having paid in full this mortgage
 is hereby Released and the lien thereby created destroyed
 Dec 11 1918. 3:55 PM As witness my hand this 11 day of Dec. 1918.
 Wm. M. Nace.
 (For Release see Book 51 Page 366)
 Registered
 Register of Deeds

Recorded - Aug. 18 - 1912 -