

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO., Printers, Binders and Blank Book Makers, LAWRENCE, Kan.

This Indenture, Made this 15<sup>th</sup> day of October in the year of our Lord, one thousand nine hundred and two, between William H. Kelley and Myra Kelley, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Merchants Loan and Savings Bank, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen 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 the second part its <sup>successors</sup> ~~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:

lot number two hundred and twelve (212) on Tennessee Street in the City of Lawrence, Douglas County, Kansas.

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 owner of the premises, above granted, and seized of a good and inalienable 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 Eighteen Hundred Dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said parties of the first part to the said part of the second part payable five years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 the second part its <sup>successors</sup> ~~heirs~~ 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 sales, and the overplus, if any there be, shall be paid by the said part of making such sale, on demand, to 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 Presence of

Hugh Blair

William H. Kelley [SEAL]

Myra Kelley [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 15<sup>th</sup> day of October A. D. 1902, before me Hugh Blair a Notary Public in and for said County and State, came William H. Kelley and Myra Kelley, 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 <sup>set my hand</sup> subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 25<sup>th</sup> Decr. 1905

Hugh Blair Notary Public.

Filed for Record the 16<sup>th</sup> day of Oct. A. D. 1902 at 12 o'clock M.

G. B. Solomon, Register of Deeds.

Bydellie B. Solomon, Deputy.

This mortgage is subject to the payment of the mortgage note and interest thereon, which is hereby acknowledged by the parties hereto. W. H. Kelley and Myra Kelley, his wife, are the parties of the first part, and Merchants Loan and Savings Bank is the party of the second part. This mortgage is subject to the payment of the mortgage note and interest thereon, which is hereby acknowledged by the parties hereto.

Recorded Nov. 22, 1902.  
W. H. Kelley and Myra Kelley, his wife,  
Parties of the first part.