

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Eleventh day of July in the year of our Lord, Nineteen
hundred and four between J. W. Gellars and Ella M. Gellars (wife)
of Leecompton in the County of
Douglas and State of Kansas, of the first part, and J. H. Newlin
of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Five 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 2d 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: Lot Fifty one (51) Block Twenty one (21) in the
City of Leecompton

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
J. W. Gellars and Ella M. Gellars 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 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
Five hundred Dollars
 according to the terms of one certain Five Cuspons this day executed
 and delivered by the said J. W. Gellars and Ella M. Gellars to the said part 2d of the second part
his heirs or assigns.

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 2d 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 cost and charges of making such sales, and the overplus, if
 any there be, shall be paid by the part 2d making such sale, on demand, to said J. W. Gellars.
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

J. W. Gellars [SEAL]
Ella M. Gellars [SEAL]
 [SEAL]

STATE OF KANSAS,
County of Douglas.

BE IT REMEMBERED, That on this 12th day of July A. D. 1904, before me
J. B. Baughman, Notary Public in and for said County and State, came
J. W. Gellars and Ella M. Gellars.

J. B. Baughman 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 June 6th 1905.

J. B. Baughman Notary Public.

Filed for Record the 19th day of July A. D. 1904, at 2³⁰ o'clock P. M.

W. W. Armstrong Register of Deeds.
 Deputy.

For Release see book 54 pages 511