

# MORTGAGE RECORD No. 43.

17

MORTGAGE Standard Form Journal Co. Printers Binders and Blank Book Makers Lawrence Kan.

This Indenture, Made this 24<sup>th</sup> day of August in the year of our Lord, nineteen hundred five between Frank Ocheli & Sarah E. Ocheli his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and James Molly of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two 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 2 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:

South half of Lot eighty-three (83) all of Lot eighty-five (85) and eighty-seven (87) Indiana Street, Baldwin City

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said Frank Ocheli and Sarah E. Ocheli 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 except a mortgage of \$500 in favor of H.B. Bombacher

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Frank Ocheli Sarah E. Ocheli & Arthur B. Ocheli to the said part 2 of the second part bearing even date herewith, due in five years with 8% interest payable annually.

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 2 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 2 making such sale, on demand, to said Frank Ocheli his heirs and assigns.

IN WITNESS WHEREOF, The said part all of the first part have hereunto set their hand & seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Frank Ocheli [SEAL]  
Sarah E. Ocheli [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of August A. D. 1905, before me

W.M. Lelark a Notary Public in and for said County and State, came Frank Ocheli and Sarah E. Ocheli 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 18<sup>th</sup> 1907

W.M. Lelark Notary Public.

Filed for Record the 21<sup>st</sup> day of August A. D. 1905, at 8<sup>45</sup> o'clock A.M.  
W. W. Lelark Register of Deeds.  
Deputy.

The following is the correct one of the original instrument. The Note, however, showing the same, is not in the mortgage. As witness my hand this 3<sup>rd</sup> day of July, A.D. 1905. W.M. Lelark

Recorded July 13<sup>th</sup> 1907. W. W. Lelark Register of Deeds.