

MORTGAGE Standard Form—Jocelyn Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 27th day of August in the year of our Lord one thousand nine hundred and seven, between Anthony Kelly a widower of Marion Twp. in the County of

Douglas and State of Kansas, of the first part, and The Kansas State Bank of Overbrook-Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Seven Hundred & 00/100 Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd of the second part its 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 one half (1/2) of the North West Quarter (1/4) of Section fourteen (14) Township fifteen (15) Range Eighteen (18) East of the 6 P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Anthony Kelly do hereby covenant and agree that at the delivery hereof he 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

This Grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred & 00/100 according to the terms of one certain promissory note this day executed and delivered by the said Anthony Kelly to the said part 2nd of the second part for one year from date thereof at 7% per annum from date.

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 2nd of the second part, its heirs, 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 2nd making such sale, on demand, to said Anthony Kelly heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Anthony Kelly (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Osage } ss.

BE IT REMEMBERED, That on this 27th day of August A. D. 1907, before me a Notary Public in and for said County and State, came

Anthony Kelly a widower 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 8 May 1911

Edw. H. Platt,
Notary Public.

Filed for Record the 28 day of Oct. A. D. 1907, at 7¹⁵ o'clock, P. M.

Alvin Cunningham, Register of Deeds.
By Edw. H. Platt, Deputy.

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