

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

This Indenture, Made this first day of June in the year of our Lord thirteen hundred and seventy between J. H. Melsker and Effie R. Melsker his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Andrew Erskine of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Thousand & 00/100 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:

The East 60 acres of the North half (1/2) of the North East Quarter (1/4) of section twenty-seven (27) Township fourteen (14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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

One thousand according to the terms of one certain promissory note this day executed and delivered by the said J. H. Melsker & Effie R. Melsker to the said part 2d of the second part Due in five years from date hereof

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 parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

J. H. Melsker [SEAL]
Effie R. Melsker [SEAL]
[SEAL]

STATE OF KANSAS,

Osage County ss.
BE IT REMEMBERED, That on this 7th day of Sept A. D. 1907, before me

a Notary Public in and for said County and State, came J. H. Melsker & Effie R. Melsker 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 June 23 1911.

J. A. Kesler Notary Public.

Filed for Record the 6 day of Jan A. D. 1908 at 9⁰⁰ o'clock A.M.

Edw. Armstrong Register of Deeds.
By Elsie E. Armstrong Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 13th day of Jan A. D. 1926

Attest
May Helen Wheeler
Notary Public

Recorded June 23 1926
Earl C. Wellman
Register of Deeds