

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

This Indenture, Made this Second day of March in the year of our Lord thirteen hundred and Eighty between William C. 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

James M. Ewers of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of thirteen hundred and fifty 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 2nd 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 West half (1/2) of the North West quarter (1/4) of the South west quarter of Section One (1) in Township Thirteen (13) of Range Thirteen (13) in Douglas County, Kansas.

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

thirteen hundred & fifty Dollars

according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part 2nd of the second part

payable eighteen months after date to order of party of second part with interest thereon according to terms of said note & compromise thereon

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, 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 party making such sale, on demand, to said Parties of the first part their heirs and assigns, and in case of loss the amount paid by the insurance company shall be paid back to said parties or their 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

Jennie Watt

William C. Kelley

[SEAL.]

Myra Kelley

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 3rd day of March A. D. 1908, before me

Hugh Blair a Notary Public in and for said County and State, came

William C. 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 22nd Dec. 1909

Hugh Blair

Notary Public.

Filed for Record the 4 day of March A. D. 1908, at 1 o'clock P. M.

W. C. Armstrong Register of Deeds.

B. E. Armstrong Deputy.

This instrument is subject to the provisions of the act of April 12, 1908, relating to the recording of mortgages. At witness my hand this 12th day of April, A. D. 1908.
 Recorded April 13, 1908
 Filed for Record April 13, 1908
 Assignment See Book 57 Page 207