

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 20th day of November in the year of our Lord one thousand eight hundred and eight, between Frank Ocheli and Sarah Ocheli of Baldwin in the County of Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand 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 y 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:

beginning one hundred nine rods east of the north west corner of the North East quarter (N.E.) of Section Nine (9) Township Fifteen (15) Range Twenty (20), thence South twenty (20) rods East four rods (4R) thence South sixty rods (60R) thence West Eight rods (8R) thence North Sixty rods (60R) thence East Eight rods (8R) thence north Twenty (20) rods thence east four rods (4R) & beginning containing 6 1/2 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank Ocheli & Sarah E. Ocheli 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 dollars according to the terms of one certain note this day executed and delivered by the said Frank Ocheli & Sarah E. Ocheli to the said part y of the second part due in three years with interest 6% payable semi-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 y 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 making such sale, on demand, to said Frank Ocheli heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Frank Ocheli [SEAL]

Sarah E. Ocheli [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of Dec. A. D. 1908, before me,

W. M. Clark 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 persons 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 15 1911

W. M. Clark Notary Public.

Filed for Record the 10 day of Dec. A. D. 1908, at 8²³ o'clock A. M.

W. W. Armstrong Register of Deeds.
By Chas. E. Armstrong Deputy.

The plate herein described having been paid in full the mortgage is hereby released and the lien thereon is hereby cancelled. A witness my hand this 20th day of November A. D. 1908.

Recorded 3/7/11
Wm. L. Lawrence
Register of Deeds