

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 13th day of February in the year of our Lord one thousand nine hundred and nine, between Floyd E. Kelt and Maggie R. Kelt his wife of Polkville, Mo. in the County of Douglas and State of Kansas, of the first part, and The Wellsville Bank of Wellsville - Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two 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 parties of the second part 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 half of the North West fractional quarter of Section Six (6) Township Fifteen (15) Range Twenty One (21).

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of one certain coupon note this day executed

and delivered by the said parties of the first part to the said parties of the second part Payable Five years after date with interest at the rate of Six per cent. per annum payable annually, with the privilege of paying \$100.00 or any multiple thereof at any interest payment.

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 parties of the second part, or their 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 sale to retain the amount thereof for principal and interest, together with the costs and charges of making such sale, 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.

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

Signed, Sealed and Delivered in presence of

Floyd E. Kelt. [SEAL]

Maggie R. Kelt. [SEAL]

[SEAL]

STATE OF KANSAS,

County of Franklin } ss.

BE IT REMEMBERED, That on this 13th day of Feb. A. D. 1909, before me, a Notary Public in and for said County and State, came



Floyd E. Kelt and Maggie R. Kelt 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 17th April 1911

J. F. Preschaw Notary Public.

Filed for Record the 15th day of Feb. A. D. 1909, at 9⁰³ o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

This following is entered on the original instrument
The Within Mortgage having been paid in full, it is hereby
released, and this original instrument this day of Feb
15, 1921.
E. J. S. H.

Recorded July 28, 1921 X

Gatlin D. Wellshaw
Register of Deeds

For assignment see Book 47 Page 45-46

Recorded Aug 6, 1920