

# MORTGAGE RECORD No. 45.

599

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

This Indenture, Made this 21<sup>st</sup> day of July in the year of our Lord One Thousand Nine Hundred and ten, between Dan W. Pilkington and Mollie M. Pilkington Husband and Wife of Agricult in the County of Coffey and State of Kansas, of the first part, and M. J. O'Neil of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of Five Hundred 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 2<sup>d</sup> of the second part her 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 of the north east quarter of Section Two (2) in Township Fifteen (15) of Range Nineteen (19) containing (8 1/2) acres.

with all the appurtenances, and all the estate, title and interest of the said part first Parties of the first part therein. And the said first Parties 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 except "2000 mortgage of even date"

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of one certain certain instalment of this day executed

and delivered by the said first Parties to the said part 2<sup>d</sup> of the second part (b) 50c. installments and four \$110. installments with interest per terms of Note payable at the office of C. O'Neil, The Loan Broker, Waverly, Kas.

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 2<sup>d</sup> of the second part, her 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 2<sup>d</sup> making such sale, on demand, to said first parties their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Dan W. Pilkington [SEAL]

Mollie M. Pilkington [SEAL]

[SEAL]

## STATE OF KANSAS,

Coffey County } ss.

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of July A. D. 1910, before me, a Notary Public in and for said County and State, came

Dan W. Pilkington and Mollie M. Pilkington hus and wife to me personally known to be the same person s 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 8/23 1912

G. O'Neil Notary Public.

Filed for Record the 6<sup>th</sup> day of Sept A. D. 1910, at 2<sup>00</sup> o'clock P. M.

Floyd L Lawrence Register of Deeds.  
Deputy.

The fee herein provided for the record of this mortgage is hereby released and the fee hereby ceased discharged. As witness my hand this 21<sup>st</sup> day of July A. D. 1910.  
M. J. O'Neil  
C. O'Neil

Recorded Sept 29 1911  
Floyd L Lawrence  
Register of Deeds