

MORTGAGE RECORD No. 49.

343

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

Nineteen
Edward
in the County of
of the second part:
consideration of the sum of
DOLLARS,
bargain, sell and mortgage
in the County of Douglas,
Seven
one, containing
he said
by covenant and agree that
of a good and indefeasible
stage of
e the payment of the sum of
part 4 of the second part
payment, or any part thereof,
olute, and the whole amount
administrators and assigns, at
out of all the moneys arising
making such sales, and the
and his heirs
the day and year first above
Melville [SEAL]
Melville [SEAL]
[SEAL]
A. D. 17, before me,
said County and State, came
Melville
sonally known to be the same
he same.
my official seal on the day and
Y. Smith
Notary Public.
ck 9 M.
Wences Register of Deeds.
Deputy.

This instrument is subject to the right of redemption and the right of the mortgagor to redeem the same at any time before the maturity of the debt secured by this mortgage. The mortgagee agrees to accept the same as full payment of the debt secured by this mortgage.

RECORDED Dec 25 1912
John Lawrence Register of Deeds

This Indenture, Made this Ninth day of February in the year of our Lord nineteen
hundred and twelve, between Mary H. Melville and Edward H. Melville
Melville, her husband of Endora in the County of
Douglas and State of Kansas, of the first part, and
The State Bank of Endora, of Endora, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Twenty Six Hundred 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 party of the second part its successors 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 Northwest Quarter of Section Number Seven, Township
Number Fourteen, Range Number Twenty One, containing 16.0
acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties and the first part therein. And the said
Mary H. Melville and Edward H. Melville, her husband 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 a first mortgage of \$6000.00
and a second mortgage of \$1600.00

This Grant is intended as a Mortgage to secure the payment of the sum of
Twenty Six Hundred Dollars
according to the terms of One certain note this day executed
and delivered by the said Mary H. Melville and Edward H. Melville to the said part 4 of the second part

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 party of the second part, its successors 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 4 making such sale, on demand, to said Mary H. Melville and Edward H. Melville
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

Mary H. Melville [SEAL]
Edward H. Melville [SEAL]
[SEAL]

STATE OF KANSAS.
Douglas County } ss.

BE IT REMEMBERED That on this 9th day of February A. D. 1912, before me,
Lillian Y. Smith Notary Public in and for said County and State, came
Mary H. Melville and Edward H. Melville, her
husband 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 Oct 20 1915 Lillian Y. Smith Notary Public.

Filed for Record the 27 day of Feb A. D. 1912, at 9 o'clock A. M.
John Lawrence Register of Deeds.
Deputy.