

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 7th day of February in the year of our Lord nineteen
hundred ^{and} thirteen, between Edward W Melville and Mary W
Melville, his wife of the Township of Euclid in the County of
Douglas and State of Kansas, of the first part, and _____

Grand State of Kansas, of the first part, and
Grauvells Yager of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

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 party 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: _____

East half ($\frac{1}{2}$) of the North One hundred and twenty (120) acres of the North West quarter ($\frac{1}{4}$) of Section Eight (8) in Township Fourteen (14) Range Twenty-one (21) in said County and State

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 infeasible 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 Parties of the first part to the said part 4 of the second part
Payable five years after date with interest thereon according
to the terms of said note and coupons thereto attached

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, 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.

IN WITNESS WHEREOF, The said part us of the first part ha ve hereunto set their hand s and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Edward H. Melville [SEAL]

Mary W. Melville [SEAL]

-[SEAL]

STATE OF KANSAS,

Douglas County } SS.

BE IT REMEMBERED, That on this 21st day of Feb A. D. 1913, before me,

Jennie Watt a Notary Public in and for said County and State, came
Edward W. Melville and Mary W. Melville
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 30th March 1976

Jennie Watt
Notary Public.

Filed for Record the 13 day of Feb A. D. 1913, at 10²⁵ o'clock A M.

Lloyd L. Lawrence Register of Deeds.
Deputy.