

## MORTGAGE RECORD.

This Indenture, Made this 18<sup>th</sup> day of October in the year of our Lord one thousand nine hundred Eleven between

Anna R. Mellen, an unmarried woman of Leocompton in the County of Douglas and State of Kansas, of the first part, and

State Bank of Leocompton, Leocompton, Kansas of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Nine hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its 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 North one-half (1/2) of the west one-half (1/2) of the Northwest quarter (1/4) of Section Twelve (12) in Township Twelve (12) Range seventeen (17) containing forty acres (40) more or less.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

Anna R. Mellen do hereby covenant and agree that at the delivery hereof she is 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, and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Nine hundred and no/100 DOLLARS, according to the terms of her certain promissory note this day executed by the said

Anna R. Mellen to the said party of the second part; said note being given for the sum of Nine hundred and no/100 DOLLARS, dated Oct 15 1911, due and payable in five years, from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 40 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of \_\_\_\_\_ DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become additional liens under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent, per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part, its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand to the said first party, her heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year last above written. Signed, sealed and delivered in presence of

Anna R. Mellen [SEAL]

State of Kansas, Douglas County, ss:

BE IT REMEMBERED, That on this 18 day of Oct A. D. 1911, before me, Jella W. Chubb a Notary Public in and for said County and State, came

Anna R. Mellen, an unmarried woman to me personally known to be the same person who executed the foregoing instrument of writing 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 19 1911 Jella W. Chubb Notary Public.

Filed for Record on the 19<sup>th</sup> day of Oct A. D. 1911 at 2<sup>30</sup> o'clock P.M.

Floyd L. Lawrence Register of Deeds.  
R. M. McConnell Deputy.

This Indenture is returned on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby ordered discharged. A. D. 1911.

Recorded  
Floyd L. Lawrence  
Register of Deeds  
per C. W. H. H. H.