

Mortgage Record No. 52.

This Indenture, Made this seventeenth day of February, in the year of our Lord thirteen hundred and fifteen, between Mary H. Melville, & Edward H. Melville, her husband of Eudora in the County of Douglas and State of Kansas, of the first part, and State Bank of Eudora, of Eudora, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand 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 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 NE 1/4 of Section number seven (7), Township number fourteen (14), Range number twenty-one (21), containing One hundred & sixty (60) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary H. Melville & Edward H. Melville, her husband 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 a first mortgage of \$6,000.00 & a second mortgage of \$1,600.00

This Grant is intended as a Mortgage to secure the payment of the sum of Sixteen hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said Mary H. Melville & Edward H. Melville, her husband to the said party 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 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 Mary H. Melville & Edward H. Melville, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal 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 17 day of Feb. A. D. 1915, before me,

August H. Fiehler a Notary Public in and for said County and State, came Mary H. Melville & Edward H. Melville

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 Feb. 2, 1918 August H. Fiehler Notary Public.

Filed for Record the 19th day of Feb. A. D. 1915 at 11:30 o'clock A.M.

Doyd L. Lawrence Register of Deeds.

Geo. B. Noyes Deputy.

This Indenture is referred to on the original instrument.

Notary Public in and for the State of Kansas, my commission expires Feb. 2, 1918.

State Bank of Eudora, of Eudora, Kansas
Chas. B. Fiehler, Cashier

Recorded Dec 1st 1916

Doyd L. Lawrence
Geo. B. Noyes