

Mortgage Record No. 52.

The following is a true and correct copy of the original instrument as the same has been filed for record in the office of the Register of Deeds, State of Kansas, at Topeka, Kansas, on the 14th day of February, 1915, at 11:31 o'clock A.M.

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

Received Dec 8 1916  
Hoyt L. Lawrence  
Notary Public for Douglas Co., Kansas

This Indenture, Made this Seventeenth day of February in the year of our Lord 1915, 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, Kansas of the second part:

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 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 East fifty (50) acres of the North one hundred & thirty (130) of the North West Quarter of Section Eight (8) Township Tenth (14) Range Twenty one (21)

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 owner 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 one thousand dollars

This Grant is intended as a Mortgage to secure the payment of the sum of 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, 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 of the day and year first above written.

Signed, Sealed and Delivered in presence of Mary H. Melville (SEAL)  
Edward H. Melville (SEAL)

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 17th day of Feb. A. D. 1915, before me, August H. Fickler 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. Fickler Notary Public.  
Filed for Record the 14th day of Feb. A. D. 1915, at 11:31 o'clock A.M.  
Hoyt L. Lawrence Register of Deeds.  
Geo. B. Hefel Deputy.