

## Mortgage Record No. 52.

This Indenture, Made this

25<sup>th</sup>

day of

June

in the year of our Lord

Nineteen hundred and fifteen

between Myrtle M. Kelfley, W.B. Kelfley,

her husband

of Baldwin

in the County of

Douglas

and State of Kansas, of the first part, and

Oliver Gardner

of the second part:

Two Thousand no. 100

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

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, her 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:

Lots numbered sixty-two (62), sixty-three (63), sixty-four (64), sixty-five (65),  
 sixty-six (66), sixty-seven (67), on Armes Street and lots numbered One  
 hundred Twenty-three (123), One hundred Twenty-five (125), One hundred  
 Twenty-seven (127), One hundred Twenty-nine (129), One hundred Thirty-one (131) and One hundred Thirty-three (133) Baker Street all in Baldwin  
 City

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

Myrtle M. Kelfley and

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.

This Grant is intended as a Mortgage to secure the payment of the sum of

Two Thousand Dollars

according to the terms of One certain note this day executed

and delivered by the said Myrtle M. Kelfley, W.B. Kelfley to the said party of the second part

due in five years with seven per cent. semi-annually.

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 there-  
 of, 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, her executors, adminis-  
 trators 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

Myrtle M. Kelfley, W.B. Kelfley, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and

year first above written.

Signed, Sealed and Delivered in presence of

Myrtle M. Kelfley

(SEAL)

W.B. Kelfley

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of June A. D. 1915, before me,

W. M. Clark

a Notary Public in and for said County and State, came

Myrtle M. Kelfley and W.B. Kelfley, 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

May 15 1919

W. M. Clark

Notary Public.

Filed for Record the

13<sup>th</sup> day of JulyA. D. 1915, at 9<sup>31</sup> o'clock A. M.

Florence Lawrence Register of Deeds.

Geo. B. Kelfley Deputy.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby

released and the fees thereby created discharged.

At witness my hand this 6<sup>th</sup> day of September A. D. 1923

Oliver Gardner

Attest:

Recorded Sept. 6<sup>th</sup> 1923

Myrtle M. Kelfley

Register of Deeds