

which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Randel T. Martin,
Jennie M. Martin,

STATE OF KANSAS: COUNTY OF DOUGLAS: SS

On this 8th day of May, A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Randel T. Martin and Jennie M. Martin husband and wife to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

My commission expires Jan'y. 19, 1918. (LEGAL SEAL)

Geo. L. Kraeck,
Notary Public.

Recorded on May 9th, A. D. 1917,
at 2:25 o'clock, P. M.

Edith Northrup
Register of Deeds,
Le Opine Walton Deputy.

MORTGAGE.

THIS INDENTURE, Made this 4th day of May, in the year of our Lord nineteen hundred seventeen (1917) between Robert Mitchell, a single man, John Mitchell and Ophelia Hopkins Mitchell, husband and wife, Walter Mitchell, a single man, James Mitchell, a single man, William Mitchell, a single man, Pearl Hill and Noah Hill, husband and wife, Frances C. Mitchell, a single woman, and Frances C. Mitchell, Guardian of the estate of Samuel S. Mitchell, a minor, parties of the first part of Douglas County, Kansas, and C. O. Britton of the second part.

Witnesseth: that the said parties of the first part, in consideration of the sum of One Thousand Three Hundred Dollars, (\$1,300.00) 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 of parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The land west of Rock Creek in the North Half of the North West Quarter of Section 19, Township 13, Range 19, comprising about 50 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 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 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 One Thousand Three Hundred Dollars (\$1,300.00) according to the terms of two certain promissory notes as follows: one executed by all the above parties, except the Guardian of the estate of Samuel S. Mitchell, a minor, for the sum of One Thousand Two Hundred Forty-six Dollars (\$1,246.00) due three years after date and payable to the order of said party of the second part; the other for the sum of Fifty-four Dollars (\$54.00) and executed by the Guardian of the estate of Samuel S. Mitchell, a minor, due three years after date and payable to the order of 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 payments, 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 moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sale, 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Robert Mitchell.
John Mitchell M
Ophelia Hopkins Mitchell
Walter Mitchell,
James Mitchell
William Mitchell
Pearl Hill,
Noah Hill,
Frances C. Mitchell,
Frances C. Mitchell,
Guardian of the estate of Samuel S. Mitchell

STATE OF KANSAS: COUNTY OF DOUGLAS: SS

Be it remembered, that on this 5th day of May, A. D. 1917, before me, Raymond F. Rice a Notary Public in and for said County and State, came Robert Mitchell, a single man, John Mitchell, and Ophelia Mitchell, husband and wife, Walter Mitchell, a single man, James Mitchell, a single man, William Mitchell, a single man, Pearl Hill and Noah Hill, husband and wife, Frances C. Mitchell, a single woman, and Frances C. Mitchell, Guardian of the estate of Samuel S. Mitchell, a minor, to me personally known to be the same persons 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.

In consideration of full payment of the within mortgage I hereby release the same this

15th day of January 1918

D. C. W. S. Smith

Attest: Jan. 11-1918

Geo. S. Clunney

Register of Deeds

For Payment See Book 17 Page 217

The following is ordered on the original instrument. The note secured by this mortgage has been paid in full, and the mortgage is hereby released and annulled. This 5th day of May A.D. 1922