

MORTGAGE RECORD NO. 55.

Recorded March 5-1919.
E. C. Hill, Notary Public.
This document is a mortgage and is subject to the provisions of the Act of March 13, 1907, Chapter 122, Laws of the State of Kansas.

New Valley State Bank
East Long before
(Seal)

This Indenture, Made this first day of February in the year of our Lord Nineteen Hundred and sixteen, between Mahlon H. Cox, widower of Eudora in the County of

Douglas and State of Kansas, of the first part, and The New Valley State Bank, Eudora, Kansas of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Two hundred seventy five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents has grant, bargain, sell and mortgage to the said parties of the second part their 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 half (1/2) of Block number Two hundred seven (207) in the City of Eudora, Kansas.

Privilege is given to make partial payments on the principal sum herein named, in amounts of \$100.00 or multiples thereof, at any interest paying date

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Mahlon H. Cox do hereby covenant and agree that at the delivery hereof he 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.

This Grant is intended as a Mortgage to secure the payment of the sum of \$1275.00 according to the terms of a certain Mortg. Note this day executed and delivered by the said Mahlon H. Cox to the said parties of the second part The New Valley State Bank, Eudora, Kansas.

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 parties of the second part, their 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 parties making such sale, on demand, to said Mahlon H. Cox his heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Mahlon H. Cox (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, } ss. Douglas County
BE IT REMEMBERED, That on this 11th day of February A. D. 1916 before me, Geo. H. Rothholz a Notary Public and for said County and State, came Mahlon H. Cox 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 Sept 25th 1919 Geo. H. Rothholz Notary Public.

Filed for Record the 14th day of Feb. A. D. 1916 at 10:10 o'clock A.M.
Lloyd Lawrence Register of Deeds.
Geo. C. Metzger Deputy.