

## MORTGAGE RECORD NO. 55.

This Indenture, Made this Third day of October in the year of our Lord one thousand nine hundred and sixteen, between Lizzie K. Maffett & George H. Maffett, her husband, of the Township of Douglas and State of Kansas, of the first part, and S. J. Mellianne of the second part:

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

to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said parties 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: Beginning at the Southwest corner of the Northwest quarter (14) of Section Five (5) Township Thirteen (13) Range Twenty (20) Thence East on the South Boundary of said quarter section Six (6) chains & eight (8) links, thence North & West (1) chains & fifty (50) links, thence North & West (1) chains & fifty (50) links to a stone in the West boundary of the quarter section, thence South on the West boundary of the quarter section Nine (9) chains & fifty (50) links to place of beginning, containing 6 1/4 acres more or less. Also the Northwest quarter (14) of the Southwest quarter (16) of the Northwest quarter (14) of said said section Five (5) Township Thirteen (13) Range Twenty (20) containing 2 1/2 acres more or less. (Parties of the first part agree to keep the buildings on the above described premises insured in some good & solvent Company to the sum of at least \$5,000 of their insurable value & attach to the policy a mortgage clause making same payable in case of loss to said mortgage above named)

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 owner S. 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

Sixteen hundred Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said parties of the second part payable five years after 1st November 1916 with interest thereon according to the terms of said note & coupons thereto attached

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 her 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 parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand S. and seal S. the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Matt

Lizzie K. Maffett

Geo. H. Maffett

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of October A. D. 1916, before me, Jennie Matt, a Notary Public in and for said County and State, came Lizzie K. Maffett & George H. Maffett, her husband to me personally known to be the same person S. 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 30<sup>th</sup> March 1920

Jennie Matt

Notary Public.

Filed for Record the 4<sup>th</sup> day of Oct. A. D. 1916, at 11:25 o'clock A.M.

Roy L. Lawrence Register of Deeds.

Geo. C. Heger Deputy.

This mortgage is subject to the provisions of the Act of March 17, 1907, relating to the redemption of mortgages.

Attest my hand and seal this 17 day of October, A.D. 1916.

Anna B. Arnold

Register of Deeds

Recorded Sub 17th 1920

C. L. Lawrence

Register of Deeds