

## MORTGAGE RECORD NO. 55.

This Indenture, Made this Seventh day of December in the year of our Lord nineteen hundred and seventeen, between Mary H. Melville and Edward H. Melville, her husband of Endora in the County of Douglas and State of Kansas, of the first part, and State Bank of Endora of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of (\$2,000) Two Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have all sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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 North one hundred and twenty acre 0.20 of Northwest one quarter (N.W. 1/4) Section 8 Township 14 Range 31

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said part 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 except a mortgage of eleven thousand dollars to Fidelity Trust Company, of Kansas City, Mo.

This Grant is intended as a Mortgage to secure the payment of the sum of Two thousand and no/100 dollars according to the terms of one certain note this day executed and delivered by the said Mary H. Melville and Edward H. Melville to the said part of of the second part of on date herewith, payable one year after date with interest at 7% from date, payable annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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 part of of the second part, its 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 sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said Mary H. Melville and Edward H. Melville heirs and assigns.

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

Signed, Sealed and Delivered in presence of

E. H. Melville (SEAL)

Mary H. Melville (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29 day of January A. D. 1918, before me, August H. Fickler a Notary Public in and for said County and State, came E. H. Melville and Mary H. Melville, husband & wife to me personally known to be the same person who 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. 2nd 1918

August H. Fickler

Notary Public.

Filed for Record the 31 day of January A. D. 1918, at 1:20 o'clock - P.M.

Estelle Northrup Register of Deeds.

Ernest Flood Deputy.

Recorded August 14, 1927  
 Estelle Northrup Register of Deeds  
 to Auditor, Dep.  
 about: State Bank of Endora  
 A. H. Fickler Cashier

Recorded August 14, 1927  
 6-187-0-0-0-1