

MORTGAGE RECORD NO. 55.

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

WITNESSETH, That the said part six of the first part, in consideration of the sum of (\$1000) One Thousand & No. DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ac sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 East Quarter (N.E. 1/4) of section seven (7) township fourteen (14) range twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said part six 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. Except a mortgage of eleven thousand dollars to Fidelity Trust Company, and a mortgage of \$1762.00 to J. H. Hanson Ex. This Grant is intended as a Mortgage to secure the payment of the sum of One thousand & No. 00 Dollars

according to the terms of one certain note this day executed and delivered by the said Mary H. Melville and Edward W. Melville to the said part y of the second part of even 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, 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 part y 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 sale 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 y making such sale, on demand, to said Mary H. Melville and Edward W. Melville heirs and assigns.

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

Signed, Sealed and Delivered in presence of

E. W. Melville (SEAL)

Mary M. Melville (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 29 day of Jan A. D. 1918, before me, August H. Fiehler a Notary Public in and for said County and State, came E. W. Melville and Mary Melville husband and wife to me personally known to be the same person of writing who executed the foregoing instrument, and duly acknowledged the execution of the same.

(L.S.)

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. 2 1918 August H. Fiehler Notary Public.

Filed for Record the 31st day of January A. D. 1918, at 125 o'clock P. M.

Estelle P. Pothrup Register of Deeds.
Deputy.

Recorded August 14 1922
 Estelle Pothrup Deeds
 & B. B. Hill - Reg.
 Register of Deeds
 The foregoing is returned on the original instrument.
 The same facts described herein have been paid in full, this mortgage is hereby released and the same thereon is satisfied and discharged. As witness my hand this 29 day of August A. D. 1922.
 (Seal) State Bank of Eudora
 A. H. Fiehler Cashier