

## MORTGAGE RECORD NO. 55.

This Indenture, Made this Twenty Sixth day of February in the year of our Lord nineteen hundred and eighteen, between Daniel Scannell, a single man of Douglas and State of Kansas, of the first part, and State Bank of Eudora, Eudora, Kas. of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of Three hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do sell 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:

Lot Number Ten in Block Number One Hundred Forty-Five (145) in the City of Eudora, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said party of the first part do do hereby covenant and agree that at the delivery hereof his the lawful owner of 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 Three hundred Dollars according to the terms of one certain note this day executed and delivered by the said Daniel Scannell to the said part of of the second part with interest at the rate of six percent per annum, payable semi-annually, at the State Bank of Eudora, Eudora, Kas. 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 Daniel Scannell his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Daniel Scannell (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 26 day of Feb A. D. 1918, before me, August H. Fiehler a Notary Public in and for said County and State, came Daniel Scannell

of writing 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 Feb. 18 1922

August H. Fiehler  
Notary Public.

Filed for Record the 26 day of February A. D. 1918, at 2:42 o'clock P.M.

Estelle Northrup Register of Deeds.  
Furne Floral Deputy.

Recorded July 13, 1918  
 Estelle Northrup  
 Notary Public  
 State of Kansas  
 My Commission Expires Feb. 18, 1922