

## MORTGAGE

This Indenture, Made this first day of August in the year of our Lord nineteen hundred and thirteen, between Earnest L. Skaggs, Gaurdian for Ira V. Skaggs a minor, Everett V. Skaggs and Gertrude Skaggs, his wife, and L. Hampton Skaggs, all of Kansas City, Mo. Verdie Mae Forth and Fred Forth, her husband and Pernie W. Skaggs all of Overbrook, Kansas, of the first part and J. A. Kesler of Overbrook, Kansas. of the second part.

Witnesseth, That said parties of the first part, in consideration of the sum of THREE THOUSAND & 00/100 dollars to them duly paid the receipt of which is herety acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or p parcel of land situated in the County of Douglas and State of Kanaas, described as follows, to-wit:

The West One Hundred acres (100A) of the North West one fourth ( $\frac{1}{4}$ ) of Section Nine (9) Township fifteen (15) Range Eighteen (18), east of the sixth P. M.

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 owners of the premises above granted, and seized of a good and indefeasable 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 Thousand Dollars according to the terms of one certain promisory note this day executed and delivered by the said parties of the first part to the said party of the second part dated August first, due in five years, interest at six per cent per annum 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 party of the second part, his 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 party making such sale, on demand, to said parties of the first part heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Ira V. Skaggs, by E. L. Skaggs  
Guardian,  
Everett V. Skaggs (SEAL)  
Gertrude Skaggs, (SEAL)  
L. Hampton Skaggs, (SEAL)  
Bernie W. Skaggs,  
Verdie Mae Forth,  
Fred Forth,

State of Missouri,)   
Jackson County, ) ss.

Be it Remembered, That on this 11th day of September A.D. 1913 before me, Sidney Moore a Notary Public in and for said County and State, came E. L. Skaggs Guardian of estate of Ira V. Skaggs, minor, Everett V. Skaggs Gertrude Skaggs, and L. Hampton Skaggs to me personally known to be the same persons who executed the foregoing instrument of writing, 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.

Commission expires Aug 28, 1915.

(L.S.)

Sidney Moore,  
Notary Public.

Approved Sept. 19, 1913.

(L.S.)

R. H. Harrison,

Probate Judge Franklin County, Kansas.

State of Kansas, )   
County of Osage, ) ss.

Be it Remembered, That on this 18th day of Sept A.D. 1913 before me Edw. H. Platt a Notary Public in and for said County and State came Verdie Mae Forth and Fred Forth; her husband and Pernie W. Skaggs a single man personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission expires May 8th 1915.

(L.S.)

Edw. H. Platt,  
Notary Public.

Recorded March 5th, 1918,  
At 9:55 o'clock A.M.

Estelle Northrup  
Register of Deeds,  
Jesse Flood  
Deputy.

For Assignment See Book 65 Page 3