

MORTGAGE.

This indenture, Made this 27th day of October, in the year of our Lord one Thousand nine hundred and Sixteen, between Bernie W. Skaggs and Rachel Skaggs, his wife, of Scranton, in the County of Osage and State of Kansas of the first part, and J. A. Kesler of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Hundred Sixty Five and 00/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, RANGAIN, SELL and MORTGAGE to the said party of the second part, his 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:

Their undivided interest in the West One Hundred acres (100 A) of the Northwest Quarter (1/4) of Section nine (9), Township fifteen (15), Range eighteen (18), with 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 the lawful owners 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 \$3000.00 to J. A. Kesler due August 18, 1918.

This grant is intended as a Mortgage to secure the payment of the sum of four hundred sixty five & 00/100 Dollars, according to the terms of one certain note this day executed by the said Bernie W. Skaggs and Rachel Skaggs to the said party of the second part dated this 27th day of October and due August first 1918, with interest at 7% per annum, payable annually. Privilege to pay any amount of the principle at any time.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs 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 the 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 and seal, the day and year last above written.

Bernie W. Skaggs, (SEAL)
Rachel Skaggs (SEAL)

State of Kansas,)
Osage County,) ss.

Be it Remembered, That on this 27th day of October, A. D. 1916, before me, a Notary Public in and for said County and State, came Bernie W. Skaggs and Rachel Skaggs, his wife, to me 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 subscribed my name and affixed my official seal, on the day and year last above written.

Edw. H. Platt,
(L.S.) Notary Public.

Commission expires on the 8 day of May, 1919.

Recorded March 5, 1918,
At 10:00 O'clock A.M.

Estelle Northrup!
Register of Deeds,
Ferdinand Deputy.

Recorded City 12-19-21
Estelle Northrup
Register of Deeds

The following is endorsed on the original instrument
The Middle Mortgage having been paid in full, it is hereby
released on this 11th day of November, 1920.
J. A. Kesler.