

MORTGAGE RECORD NO. 58

This Indenture, Made this 25<sup>th</sup> day of January in the year of our Lord nineteen hundred and nineteen between William H. Kelly and Myra Kelly, his wife of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and Chas. H. Abel of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Two thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ave sold, and by these presents do grant, bargain, sell and mortgage to the said part 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: Lot No. Two hundred and twelve (212) on Linn St. in the city of Lawrence, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part is 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 of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances The parties of the first part are to keep up the insurance, and pay taxes until sold

This Grant is intended as a Mortgage to secure the payment of the sum of Two thousand dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part of of the second part Payable when this property is sold

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 of of the second part, 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 making such sale, on demand, to said

heirs and assigns.  
IN WITNESS WHEREOF, The said part is of the first part ha ve hereunto set their hand and seal of the day and year first above written.

Signed, Sealed and Delivered in the presence of Chas. H. Kelly (SEAL)  
Myra Kelly (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of February A. D. 1919, before me, G. E. Lindley, Probate Judge a Notary Public in and for said County and State, came Wm. H. Kelly and Myra Kelly his wife (L.S.) 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 19  
Filed for Record the 25<sup>th</sup> day of Feb'y A. D. 1919 at 11:02 o'clock AM.  
G. E. Lindley Notary Public  
Estelle J. Peterson Register of Deeds  
Deputy.