

# MORTGAGE RECORD NO. 58

This Indenture, Made this 11th day of April in the year of our Lord nineteen hundred and nineteen, between Walter F. McCelland and Mary A. McCelland, his wife of Indiana in the County of Douglas and State of Kansas, of the first part, and Irving C. McCelland of Loveland, Oklahoma of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three Thousand and 79/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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:  
The West Twenty Seven (27) acres of the North Twenty Seven (27) acres of the Southwest One Quarter (1/4) of Section Nine (9) and the West Forty Eight (48) acres of the South Eighty Three (83) acres of the South well one quarter (1/4) of Section Nine (9) Twp. Fourteen (14) Range Twenty (20) East

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Walter F. McCelland and Mary A. McCelland 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 indefeasible estate of inheritance therein, free and clear of all incumbrances except a certain mortgage now held by Merchants Loan and Savings Bank for \$500.00 due June 1, 1918. 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 note this day executed and delivered by the said Walter F. McCelland and Mary A. McCelland to the said part of of the second part

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, 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 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 parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Walter F. McCelland (SEAL)  
Mary A. McCelland (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 11th day of April A. D. 1919, before me, J. Birch a Notary Public in and for said County and State, came Walter F. McCelland and Mary A. McCelland (Seal shown Douglas Co.) 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 Oct 10th 1922 J. Birch Notary Public.

Filed for Record the 18 day of April A. D. 1919, at 4:00 o'clock P.M.

Estelle M. Harkup Register of Deeds  
Ernest Flora Deputy.

The within instrument, when first recorded, was paid in full, this mortgage is hereby released and the same may be so discharged. At witness my hand this 11th day of April, A. D. 1919.

Recorded March 29 1922

Estelle M. Harkup  
 Register of Deeds

Ernest Flora - Depy.

Walter F. McCelland  
 Mary A. McCelland