

MORTGAGE RECORD NO. 58

This Indenture, Made this April day of April in the year of our Lord nineteen hundred and nineteen between Nash F. McEllland and Mary A. McEllland, his wife in the County of Douglas and State of Kansas, of the first part, and Jesse D. McEllland of Cleveland, Oklahoma of the second part:

WITNESSETH That the said Nash F. McEllland of the first part, in consideration of the sum of Three Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said Jesse D. McEllland 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:

All of their right title and interest in and to the NE 1/4 of Section 14 Township 14 Range 20 East sd. interest being and is subject to life estate of Nash F. McEllland.

with all the appurtenances, and all the estate, title and interest of the said Nash F. McEllland of the first part therein. And the said Nash F. McEllland and Mary A. McEllland do hereby covenant and agree that at the delivery hereof their interest in the above stated and sized 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 Thousand Dollars according to the terms of one certain note this day executed and delivered by the said Nash F. McEllland and Mary A. McEllland to the said Jesse D. McEllland 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 Jesse D. McEllland 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 part making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Nash F. McEllland (SEAL)
Mary A. McEllland (SEAL)
(SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 14 day of April A. D. 1919, before me, J. Birch a Notary Public in and for said County and State, came Nash F. McEllland and Mary A. McEllland (Seal Shows Douglas Co.) McEllland 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 4:05 o'clock P.M.
Estelle D. Northrup Register of Deeds
James E. Ross Deputy.

The instrument is acknowledged as the act of the person named herein and is not a mortgage. The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby annulled and discharged. As witness my hand this 14 day of March A. D. 1920.

J. S. McEllland

E. S. Byrnes
W. M. McEllland

Recorded Mar 16 1920

Estelle D. Northrup
Register of Deeds

The instrument is acknowledged as the act of the person named herein and is not a mortgage. The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby annulled and discharged. As witness my hand this 14 day of March A. D. 1920.

Recorded April 22 1922
Estelle Northrup