

MORTGAGE RECORD NO. 60

The following is entered on the original in record.

The note herein does not contain a condition of sale, and this fact is hereby certified.

A witness my hand this 13th day of January, A.D. 1923.

Attest: John H. Kelly

Recorded Jan 23 1923

Register of Deeds

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This Indenture, Made this Third day of October in the year of our Lord and one thousand Twenty-three, between Noah F. McCelland and Mary McCelland his wife of the Township of Calmar in the County of Douglas and State of Kansas, of the first part, and John H. Kelly of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Sixteen Hundred 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 Seventy-seven (77) acre and the West Forty-eight (48) acres of the South Eighty-three (83) acres all in the southwest quarter (14) of section Nine (9) of Township Fourteen (14) of Range Twenty (20) in said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning, and wind storms, to the extent of their insurable value in accordance approved of by this mortgage, with mortgage clause attached making loan payable to said mortgagee or assignee as interest may appear and falling due in full or in part of mortgage may here same insured and benefit of as doing so with all the appurtenances, and all the estate, title and interest of the said part of 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 of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Save and except a mortgage of \$3000 to Merchants Loan and Savings Bank dated 1st March 1919

This Grant is intended as a Mortgage to secure the payment of the sum of Sixteen Hundred 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 two years after date with interest thereon according to the terms of said note and coupons thereto attached

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 sales, 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 their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jennie Watt

Noah F. McCelland (SEAL)

Mary McCelland (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 3 day of Oct. A.D. 1923, before me,

L. S.

Jennie Watt

a Notary Public in and for said County and State, came Noah F. McCelland and Mary McCelland his wife

to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged 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 30th March 1924

Jennie Watt

Notary Public.

Filed for Record the 4th day of Oct. A.D. 1923 at 11 o'clock A. M.

L. S. McCelland

Register of Deeds

Deputy.