

MORTGAGE RECORD NO. 60

The following is enclosed for the original instrument.

The note herein referred to is hereby released and the lien thereby created is extinguished.

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

John H. Kelly

Attest: J. H. Kelly

Recorded Jan 23 1923

Register of Deeds

Seventeen

This Indenture, Made this Third day of October in the year of our Lord nineteen hundred twenty three, between Moah F. McCelland and Mary McCelland his wife of the Township of Phelps 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 part yes of the first part, in consideration of the sum of Eighteen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do we 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 Eighty (80) acres of the South Eighty-three (83) acres, all in the Northwest 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 windstorms, to the extent of their insurable value in company approved of by the mortgagee, with mortgage clause attached, making loss payable to said mortgagee or assignee as interest may appear, and failing to do so holder of mortgage may here same insured and the cost of so doing to be paid by the mortgagors, with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said

Parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Eighteen Hundred Dollars

according to the terms of One certain Note this day executed by of the second part

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 conveyances 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 surplus, 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 yes of the first part ha we hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jennie Watt

Moah F. McCelland (SEAL)

Mary McCelland (SEAL)

(SEAL)

STATE OF Kansas } ss. Douglas County

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

Jennie Watt a Notary Public in and for said County and State, came

Moah 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.

Lea E. Wellman Register of Deeds

Deputy.