

MORTGAGE.

This Indenture, Made this 21st day of September in the year of our Lord nineteen hundred and Twenty-two between Ethel E. Hall, single of Canto, Townner Co., North Dakota, Rachel E. Hall Kellerman and F.J. Kellerman her husband, and Adell M. King formerly Adell M. Hall, and M.L. King her husband, of..... in the County of Douglas and State of Kansas of the first part, and Edw. T. Riling, administrator of the estate of Harriet O. Warfel, deceased, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Fourteen Hundred and Forty-nine (\$1449.00) 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 party of the second part his successors 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 North-east quarter ($\frac{1}{4}$) of Section Eleven (11) Township Fifteen (15) Range Nineteen (19) Douglas County, Kansas; Also, The North Fifty (50) acres of the East half ($\frac{1}{2}$) of the South east quarter ($\frac{1}{4}$) of Section Eleven (11) Township fifteen (15) Range nineteen (19) also the Northeast quarter ($\frac{1}{4}$) of said Section Eleven (11) Township Fifteen (15) Range Nineteen (19), Douglas County, Kansas.

With all the appurtenances, and all the estate, title and interest of the said parties 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 owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances subject and inferior to two mortgages, one for \$6800.00 and one for \$1800.00 in favor of the Ottawa Mortgage Company of Ottawa, Kansas,

This grant is intended as a mortgage to secure the payment of the sum of \$1449.00 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 party of the second part in the sum of \$1449.00 drawing interest at 7 per cent per annum from date due 1923 and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or if 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 party of the second part his successors 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 money 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 party making such sale on demand, to said parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Ethel E. Hall	
Rachel E. Hall Kellerman	(Seal)
F. J. Kellerman	(Seal)
M. L. King	(Seal)
Adell M. King	(Seal)

State of North Dakota } ss.
Townner County

Be It Remembered, That on this 18th day of September A.D. 1922, before me Curtis J. Lord a Notary Public in and for said County and State came Ethel E. Hall to me personally known to be the same person who executed the foregoing instrument of writing 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 Aug 1st. 1923

Curtis J. Lord
Notary Public.

State of Kansas } ss.
Franklin County

Be It Remembered, That on this 30th day of October A.D. 1922, before me, a Notary Public in and for said County and State, came Rachel E. Kellerman and F.J. Kellerman, her husband, and Adell M. King, formerly Adell M. Hall, and M.L. King, her husband, to me personally known to be the same persons 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 July 18, 1925. (L.S.)
Recorded December 21st, 1922
at 11:30 oclock a.m.

Grace M. Drum
Notary Public

Estelle Parthrup Duffer
Register of Deeds.
By E. Babbitt, Dep.

For Assign. See Book 144-179
For Assign. See Book 144-179

For Release See Book 77-Page 418