

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this twentieth day of July in the year of our Lord one thousand eight hundred and ninety four between George N. Markley and Dora Markley his wife of Millers Springs in the County of Douglas and State of Kansas of the first part, and Martha Markley of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred twenty eight and 5/100 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 party of the second part her 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 east half (1/2) of the South west quarter of Section number four (4) in Township number fourteen (14) of Range number nineteen (19) Subject nevertheless to a mortgage of even date herewith executed by the parties of the first part hereto to Martha Markley as guardian of the estate of Jacob Markley and Sola Markley minors.

with all the appurtenances, and all the estate, title and interest of the said part 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 seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except the mortgage afore-
said

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred twenty eight dollars and five cents (\$828.05) according to the terms of one certain promissory note this day executed and delivered by the said George N. Markley to the said party of the second part: dated July 20, 1893 due one year after date, payment being extended one year, by the giving of this mortgage

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 party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said George N. Markley his 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.

Signed and delivered in presence of

Char ChadwickGeo N. Markley
Dora Markley

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of

} ss.

Be it Remembered, That on this 21st day of July, A. D. 1894, before me Charles Chadwick, a Notary Public in and for said County and State, came George N. Markley and Dora Markley his wife 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 11 1895Recorded Aug 1 A. D. 1894, at 10³⁰ o'clock A. M.Char ChadwickDouglas Co., Ks.James Brooks
Register of Deeds.

(Placed See Book 39 Page 75)
 (See Book 3 Page 12 for assignment)