

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this twentieth day of July in the year of our Lord one thousand eight hundred and 94 between George N. Markley and Dora Markley, his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and Martha Markley as Guardian of Estates of Jacob & Lola Markley of the second part,

Witnesseth, That the said party 1st of the first part in consideration of the sum of Three hundred Eighty one 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 of the South West quarter of Section number four (4) in Township number fourteen (14) in Range number nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said party 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

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred eighty one and 5/100 dollars 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 and due one year after date, payment being extended one year by giving 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 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 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 seals 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 Douglas } ss.

Be it Remembered, That on this 21<sup>st</sup> day of July, A. D. 1894, before me Char Chadwick, 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 10<sup>00</sup> o'clock M. Douglas Co. Ks.Char ChadwickJames Brooks

Register of Deeds.

(Released See Book 89 Page 74)

(For Assignment See Book 89 Page 12)