

MORTGAGE RECORD No. 49.

289 1

MORTGAGE STANDARD FORM, Gazette Co., Publishers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 19 day of October in the year of our Lord Nineteen
hundred Eleven, between Egza E. Barnhart and Ada F. Barnhart
Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five 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 4 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:

Commencing forty (40) rods South of the North East (NE) Corner of
the South East Quarter (SE 1/4) of Sec. Thirty four (34) Township
fourteen (14) Range Nineteen (19) running forty rods (40)
South; Eighty rods (80) West; Forty rods (40) North
thence to place of beginning, containing Twenty (20) acres.

with all the appurtenances and all the estate, title and interest of the said part the first part therein. And the said
Egza E. Barnhart and Ada F. Barnhart 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
Five hundred Dollars
according to the terms of one certain note this day executed
and delivered by the said Egza E. Barnhart and Ada F. Barnhart to the said part 4 of the second part
due in two years with seven per cent interest from
date

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 4 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 4 making such sale, on demand, to said Egza E. Barnhart, his
heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part have hereunto set their hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of
Egza E. Barnhart [SEAL]
Ada F. Barnhart [SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 19 day of Oct. A. D. 1911, before me,
M. M. Clark a Notary Public in and for said County and State, came
Egza E. Barnhart and Ada F. Barnhart
his wife to me personally known to be the same
person 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 May 15 1915 M. M. Clark Notary Public.

Filed for Record the 19 day of dec A. D. 1911, at 1 o'clock P. M.
Joseph L. Lawrence Register of Deeds.
Deputy.

(This following is endorsed on the original instrument)
The note herein described having been paid in full, this instrument is hereby released and the
lien thereby created discharged. As witness my hand this 19th day of October, 1911.

Recorded Oct. 20th, 1913

Joseph L. Lawrence
By H. C. May, Jr.