

Mortgage Record No. 52.

This Indenture, Made this 29th day of December in the year of our Lord
one thousand and thirteen, between Hugh J. Marnock &
Josephine Marnock, his wife of Nellsville in the County of
Franklin and State of Kansas, of the first part, and
Anna M. Dean of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Forty-four hundred & no/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 Northwest Quarter of Section Eight (8) Township Fifteen (15)
of Range Twenty-one (21).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
H. J. & Josephine Marnock
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 indefensible 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
Forty-four hundred Dollars
according to the terms of a certain coupon note this day executed
and delivered by the said Hugh J. & Josephine Marnock to the said party of the second part
five years after date with interest at 6% annually

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 there-
of, 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, adminis-
trators 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 party making such sale, on demand, to said
said first parties 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, Sealed and Delivered in presence of

Hugh J. Marnock (SEAL)
Josephine Marnock (SEAL)
() (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 29th day of December A. D. 1913, before me,
J. B. Ross a Notary Public in and for said County and State, came
Hugh J. Marnock, Josephine
Marnock, 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 subscribed my name and affixed my official seal on the day and
year last above written.

My Commission Expires March 28, 1917. J. B. Ross Notary Public.

Filed for Record the 10th day of Jan. A. D. 1914, at 230 o'clock P. M.
Floyd L. Lawrence Register of Deeds.
Geo. B. Metzger Deputy.

This instrument is returned on the official statement of the
 Notary Public in and for said County and State, and is
 returned to the Notary Public in and for said County and State.
 J. B. Ross
 Notary Public
 Attest: Anna M. Dean

Recorded Jan 11th 1914
 Estelle Northrup
 Register of Deeds
 By Geo. B. Metzger Deputy