

Mortgage Record No. 52.

This Indenture, Made this fourteenth day of July in the year of our Lord one thousand nine hundred fifteen (1915), between Elmer E. Churchbaugh and Mrs. E. Churchbaugh, his wife, of Willow Springs in the County of Douglas and State of Kansas, of the first part, and

William Churchbaugh of Douglas County, Kansas of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Fifteen hundred (\$1500.00) 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 part 2d 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: The Northwest Quarter (1/4) of the Southwest Quarter (4) of Section Sixteen (16), Township Fourteen (14), Range Nineteen (19), Also beginning at the Southeast corner of the Northwest Quarter (1/4) of Section Sixteen (16), Township Fourteen (14), Range Nineteen (19), thence North 66 rods to a stake 10 feet North of a row of Cottonwood trees, thence North parallel with said row of trees 10 rods to a stake on a line with a rock fence, thence in a Southeast direction about 65 rods to S. line of said Quarter Section, thence E. on said Quarter Section line 69 rods to place of beginning, containing 7.3 acres more or less, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one mortgage for \$2500 to the Farmers Loan & Trust Company of Lawrence, Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of

Fifteen hundred Dollars according to the terms of One certain promissory Note this day executed and delivered by the said parties of the first part to the said part 2d of the second part for \$1500.00, which note is a Security Note.

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 2d 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 surplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal on the day and year first above written.

Signed, Sealed and Delivered in presence of

Elmer E. Churchbaugh (SEAL)

Mrs. E. Churchbaugh (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 14 day of July A. D. 1915, before me, the undersigned Elmer E. Churchbaugh and Mrs. E. Churchbaugh, a Notary Public in and for said County and State, came 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 February 22 1917

John G. A. Norton

Notary Public.

Filed for Record the 14th day of July

A. D. 1915, at 3:31 o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Geo. L. Nott Deputy.

William Churchbaugh

ATTEST:
Estelle Norton
Same Norton

(63)

This mortgage is entered on the original instrument and the note hereby described having been paid in full, this mortgage is hereby released and the money created thereunder is discharged. As witness my hand and seal this 14th day of July, 1915.

Recorded August 30, 1915

(For assignment see Book 64, Page 34)