

## MORTGAGE RECORD NO. 55.

This Indenture, Made this Sixth day of August in the year of our Lord nineteen hundred and seventeen between R. R. Marchle, and Lois S. Marchle, his wife of Douglas and State of Kansas, of the first part, and A. J. Benson of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Five hundred (\$200.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha 1st 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:

Commencing at a point 489.9 feet North and 313 1/2 feet East of the Southwest Corner of the Northeast Quarter of Section No. Six (6) in Township No. 13, of Range No. Twenty (20), thence running East 313 1/2 feet, thence North 243.185 feet, thence West 209 1/2 feet, thence South 179 feet, thence West 104 feet, thence South 64.185 feet to place of beginning, in 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 3d of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

except a first mortgage of Seven Hundred Fifty (\$750.00) Dollars This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred (\$200.00) Dollars

according to the terms of a certain Note this day executed and delivered by the said R. R. Marchle & Lois S. Marchle, his wife to the said part 2d of the second part

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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, 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 ha 1st hereunto set their hand & seal on the day and year first above written.

Signed, Sealed and Delivered in presence of

R. R. Marchle (SEAL)  
Lois S. Marchle (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 6th day of August A. D. 1917, before me, the undersigned a Notary Public in and for said County and State, came R. R. Marchle and Lois S. Marchle, his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

[R.S.]

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 21 1918

C. B. Horsford

Notary Public.

Filed for Record the 7th day of Aug. A. D. 1917, at 2:35 o'clock P. M.

Essie Northrup Register of Deeds.  
Deputy.

Recorded April 13 1918  
 Estate Marchle & Marchle  
 State of Kansas  
 Deputy