

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 8<sup>th</sup> day of April in the year of our Lord nineteen hundred and eighteen, between David Barnhart and Elizabeth Barnhart his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Samuel Churchbaugh of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Nineteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have rel sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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: Southwest quarter of the Northwest quarter, Section thirty four Township fourteen Range Nineteen

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said first parties 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Nineteen hundred dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part y of the second part Samuel Churchbaugh

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 y 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 ies making such sale, on demand, to said first parties heirs and assigns.

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

Signed, Sealed and Delivered in presence of

David Barnhart (SEAL)  
Elizabeth Barnhart (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 8 day of April A. D. 1918, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came David Barnhart and Elizabeth Barnhart his wife to me personally known to be the same person S 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 Jan 25 1922

Geo. W. Kuhne  
Notary Public.

Filed for Record the 20<sup>th</sup> day of April A. D. 1918, at 11<sup>20</sup> o'clock A.M.  
Estelle Northrup Register of Deeds.  
\_\_\_\_\_ Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 22<sup>nd</sup> day of Sept 1919  
Samuel Churchbaugh

ATTEST:

Estelle Northrup  
Register of Deeds

This following is indexed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 20<sup>th</sup> day of April A. D. 1921

Recorded April 21 1926

David E. Wellman