

## MORTGAGE.

This Indenture, Made this 13th day of Nov. in the year of our Lord one thousand nine hundred nineteen (1919) between Oscar G. Markley, unmarried of Lone Star, in the County of Douglas and State of Kansas, of the first part, and Lone Star State Bank, of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of Nine thousand (9000.00) and no/100 Dollars to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its successors 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:

Land in the Northeast Quarter ( $\frac{1}{4}$ ) of Section One (1):

Begin at the stone at the Southwest corner of the Northeast Quarter ( $\frac{1}{4}$ ) of Section One (1) thence East on the South boundary of the Quarter ( $\frac{1}{4}$ ) Section Eighteen Hundred Eight (1808) feet to a stone at a hickory tree Eight (8) inches in diameter (which is Eight Hundred Forty (840) feet West of the Southeast corner of the Quarter ( $\frac{1}{4}$ ) Section; thence North Nine Hundred Eighty-one (981) feet to the center of Washington Creek at the Southeast corner of Otis Lindell's land (a stone in this course at Seven Hundred Eighty-three (783) feet is at the line between lands of Fox and Childs) thence North Sixty (60) degrees West One Hundred Fifteen (115) feet to Lindell's Southwest corner (center of creek); thence Northwesterly up the creek One Hundred Ten (110) feet more or less to a point One Hundred Four (104) feet West of Lindell's West Line; thence North parallel with Lindell's West line Two Hundred Fifty (250) feet more or less to the center of road number Two Hundred Twenty (220) at a point One Hundred Six and Three-fourths ( $106\frac{3}{4}$ ) feet from Lindell's Northwest corner; thence South Seventy-six and One-fourth ( $76\frac{1}{4}$ ) degrees West along said road and road Four Hundred One (401) Sixteen Hundred Forty-nine and One-fourth ( $1649\frac{1}{4}$ ) feet to a stone in the West boundary of the Quarter ( $\frac{1}{4}$ ) Section; thence South Nine Hundred Eight (908) feet to the beginning, containing Forty-five and One-fourth ( $45\frac{1}{4}$ ) acres.

Land in the Southeast Quarter ( $\frac{1}{4}$ ) of Section One (1);

Begin at the Northwest corner of the Southeast quarter ( $\frac{1}{4}$ ) of Section One (1) thence South Forty (40) rods; thence East One Hundred Twenty (120) rods; thence North Forty (40) rods; thence West One Hundred Twenty (120) rods to Beginning, containing Thirty (30) acres.

Land in the Southwest Quarter ( $\frac{1}{4}$ ) of Section One (1);

Begin at the Northeast corner of the Southwest Quarter ( $\frac{1}{4}$ ) of Section One (1) thence South on the East line of the Quarter ( $\frac{1}{4}$ ) Section Ten (10) chains; thence West Ten (10) chains; thence South Ten (10) chains; thence West Two (2) chains and Seventy five (75) links; thence North Ten Chains and Ninety (90) links to center of Washington Creek; thence by center of Creek North Sixty-three (63) degrees West One and Sixty-Seven hundredths (1.67) chains; thence North Forty-two (42) degrees Thirty (30) minutes West Six and Six hundredths (6.06) chains; thence North Sixty-seven (67) degrees Thirty Five (35) minutes West Two and Forty-seven hundredths (2.47) chains; thence North Fifty-two (52) degrees Twenty (20) minutes East Six and Six hundredths (6.06) chains to the north line of the Quarter ( $\frac{1}{4}$ ) Section; thence East Fifteen (15) chains and Eighty-eight (88) links to beginning, containing Twenty and Twenty-seven Hundredths (20  $\frac{27}{100}$ ) acres.

Land in the Northwest Quarter ( $\frac{1}{4}$ ) of Section One (1):

Begin at the Southwest corner of the Northwest quarter ( $\frac{1}{4}$ ) of Section One (1) thence North on the East boundary of the Quarter ( $\frac{1}{4}$ ) Section Nine Hundred Forty (940) feet; thence North Eighty-three (83) degrees Thirty (30) minutes West Forty one (41) feet; thence thence South Fifty-seven (57) degrees Twenty (20) minutes West One Hundred Forty (140) feet; thence South Forty-six (46) degrees Forty (40) minutes West Twelve Hundred Eighteen (1218) feet to a stone in the South boundary of the Quarter ( $\frac{1}{4}$ ) Section; thence East ten Hundred Fifty (1050) feet to the beginning containing Twelve and twenty nine hundredths (12.29) acres, all in township Fourteen (14), Range Eighteen (18) East of Sixth P.M.

As described and recorded in book of deeds in the office of the Register of Deeds of Douglas County, Kansas, respectively in Vol. 97, page 379; Vol. 81, Page 544, and Vol. 99, page 3.

This Mortgage is understood and known to be a part of the purchase price property to be kept in good condition and fully insured with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Oscar G. Markley does hereby covenant and agree that at the delivery hereof he is 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 and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Nine thousand 9000.00 and no/100 Dollars, according to the terms of two certain promissory notes this day executed by the said Oscar G. Markley to the said party of the second part; said notes being given for the sum of \$1500.00 and \$7500.00 each due Nov. 13- 1924 and each bearing ten Int. coupons thereto attached Dollars, dated Nov. 13, 1919, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ....coupons of....dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Seventeen hundred fifty (\$1750.00) Dollars,

for Assignment to Book 62 Page 599.

Recorded Dec 3rd 1924  
Oscar G. Markley  
Register of Deeds

This mortgage is delivered on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby  
released and the ten yearly coupons attached.

Witness:

M. E. Jones

Notarise Public for Shawnee Co. (Camp)  
Dec. 3rd 1924