

MORTGAGE RECORD NO. 58

This Indenture, Made this twelfth day of January in the year of our Lord Nineteen Hundred & Nineteen (1919) between Jesse F. Marley and Helen M. Marley, husband and wife, of Johnson in the County of Johnson and State of Kansas, of the first part, and Charles A. Hill of the second part:

WITNESSETH That the said part ii of the first part, in consideration of the sum of One thousand dollars DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part ii 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: Lots Number One (1) and Two (2), in Block Number One Hundred and Forty Four (144) in the City of Eudora, Kansas as designated by the Plat of said City and file in the Office of Register of Deeds of Douglas County, Kansas.

\$.20 in Stamps properly cancelled attached to note

with all the appurtenances, and all the estate, title and interest of the said part iii of the first part therein. And the said Jesse F. Marley and Helen M. Marley do hereby covenant and agree that at the delivery hereof that they are the lawful owners 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 One thousand dollars according to the terms of one certain Promissory Note this day executed and delivered by the said Jesse F. Marley and Helen M. Marley to the said part ii of the second part for the sum of one thousand dollars with interest at six per cent per annum after date. Interest payable semi-annually, this received. Signed Jesse F. Marley Helen M. Marley. and this conveyances 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 ii 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 sale, and the overplus, if any there be, shall be paid by the part ii making such sale, on demand, to said the parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Jesse F. Marley (SEAL)
Helen M. Marley (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas } ss.

BE IT REMEMBERED, That on this 11th day of January A. D. 1919, before me,

C. E. Barry a Notary Public in and for said County and State, came

(L.S.) Jesse F. Marley and Helen M. Marley 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 Dec. 14, 1922

C. E. Barry Notary Public.

Filed for Record the 14th day of July A. D. 1919, at 10³⁰ o'clock a. M.

Estelle J. Northrup Register of Deeds
Deputy.

The following is returned on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released.
As witness my hand this 14th day of January A. D. 1920
Charles A. Hill

Recorded January 22, 1920
Estelle J. Northrup
Gene F. Hill Register of Deeds
Deputy.

The following is returned on the original instrument:

The following is returned on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby released.
As witness my hand this 14th day of January A. D. 1920
Charles A. Hill

Recorded January 7, 1920
Gene F. Hill Register of Deeds