

## MORTGAGE RECORD NO. 58

This Indenture, Made this twentieth day of May in the year of our Lord nineteen hundred eighteen between Benj. O. Barty & Louis J. Barty both single men of Endora in the County of Douglas and State of Kansas, of the first part, and Lyla H. Dickler of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of One thousand & no 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 ies of the second part her 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: Lot one to twenty inch in block twenty four; one to twelve inch in block twenty five; one to ten inch in block twenty six; one to ten inch in block twenty seven; one to twelve inch in block twenty eight; one to twenty inch in block twenty nine; one to twenty inch in block fifty; one to twelve in block fifty one; one to ten in block fifty two; one to ten in block fifty three; one to twelve in block fifty four; one to twenty in block fifty five; one to twenty in block eighty two; one to twelve in block eighty three; one to ten in block eighty four.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Benj. O. Barty & Louis J. Barty do hereby covenant and agree that at the delivery hereof 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 except one mortgage given to the State Bank of Endora for two thousand dollars less. This Grant is intended as a Mortgage to secure the payment of the sum of One thousand & no dollars according to the terms of a certain note this day executed and delivered by the said Benj. O. Barty & Louis J. Barty to the said part ies 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 ies of the second part, her 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 ies making such sale, on demand, to said Benj. O. Barty & Louis J. Barty her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Benj. O. Barty (SEAL)  
Louis J. Barty (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 21 day of May A. D. 1918, before me, L. P. Richards a Notary Public in and for said County and State, came Benj. O. Barty and Louis J. Barty, both unmarried men to me personally known to be the same person ies 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 April 4 1920

L. P. Richards Notary Public.  
Estelle Northrup Register of Deeds  
\_\_\_\_\_ Deputy.

Filed for Record the 26 day of July A. D. 1918, at 11:15 o'clock a M.

Recorded May 23, 1921

Estelle Northrup  
Register of Deeds

The following is enforced on the original instrument:  
The note herein described having been paid in full, the same is hereby  
released and the lien thereby created thereon is hereby  
assumed to be null and void.

Recorded March 19 1923  
(Original)