

MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument:
This note has been described having been paid in full
released and the lien thereby cancelled and discharged.
At witness my hand this 19th day of May 1923 A.D. 1923
Always,
J. E. Neelmeier
Register of Deeds

Recorded March 19th 1923 (Copy Seal)
J. E. Neelmeier
Register of Deeds

This Indenture, Made this twentieth day of May in the year of our Lord
one thousand eight hundred and 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
Cent. Bank of Endora of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of
two thousand & 00/100 (\$2,000.00) 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 y of the second part their 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 incl. in block
twenty four, one to twelve incl. in block twenty five; one to ten incl. in
block twenty six; one to ten incl. in block twenty seven; one to twelve
incl. in block twenty eight; one to twenty incl. in block twenty nine;
one to twenty incl. 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 fifty six; one to twelve in block fifty seven; one to ten
in block fifty eight.

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 owner s 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
Two thousand & 00/100 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 y 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 y of the second part, their 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 y making such sale, on demand, to said Benj. O. Barty & Louis J. Barty
their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand and seal
the day and year first above written.
Signed, Sealed and Delivered in the presence of
Benj. O. Barty (SEAL)
Louis J. Barty (SEAL)

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 21 day of May A. D. 1923, before me,
G. F. Richardson 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 s who executed the foregoing instrument of writing 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 1 1922 G. F. Richardson Notary Public.
Filed for Record the 26 day of July A. D. 1923 at 11:00 o'clock a M.
Estelle Fortcup Register of Deeds
Deputy.