

MORTGAGE RECORD NO. 58

This Indenture, Made this twenty-sixth day of June in the year of our Lord nineteen hundred and nineteen between _____

Golda Perry, single, _____ of Lawrence _____ in the County of
Douglas _____ and State of Kansas, of the first part, and Jennie Marlitt, Catherine
Marlitt, and Dora Marlitt Underwood, all of Chicago, Illinois of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of One Thousand (\$1000.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said party 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:

The West half of the South East quarter of the South West
Quarter of Section Four (4) township Thirtien (13) range Twenty
(20) Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Golden Quarry does hereby covenant and agree that at the delivery hereof she 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand (\$1000⁰⁰) Dollars according to the terms of one certain note this day executed and delivered by the said Eddie Berry to the said parish 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 payments 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 one 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 party making such sale, on demand, to said party of the first part and their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF KANSAS, }
Douglas County } ss.
BE IT REMEMBERED, That on this _____ day of June, A. D. 1914, before me, the undersigned, a Notary Public in and for said County and State, came Soldier Barry.

_____ to me personally known to be
the same person _____ 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 June 24 1962 G. B. Hayward
Notary Public.

Filed for Record the 5th day of July A. D. 1917 at 11⁵⁵ o'clock A. M.
Estelle Hathaway Register of Deeds
Gene Flora Deputy.

Recorded July 10th 1920

One hereby created constituted. All witness in
 presence of me, James W. Marshall
 attest:
 Philip Hanes
 John P. Hanes
 Catherine Marshall
 Mrs. Dora Marshall Underwood
 Jennie Marshall

Thorp
Register of Deeds