

## MORTGAGE RECORD NO. 58

This Indenture, Made this Second day of September in the year of our Lord nineteen hundred and nineteen between Charles E. Barley and Amelia Barley, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. Rhoda M. Noland of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of One hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have not sold, and by these presents do not grant, bargain, sell and mortgage to the said part of 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: Lots number One hundred forty-four (144) and One hundred forty-six (146) on the North side of First Street, in Block number Three (3) in that part of the City of Lawrence, known as North Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part

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 inalienable estate of inheritance therein, free and clear of all incumbrances except a first mortgage for one hundred dollars to the Lawrence National Bank, Lawrence, Kansas.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars

according to the terms of one certain note this day executed

and delivered by the said parties of the first part to the said part of of the second part due and payable on or before one year after September 2nd 1919, with 7% interest thereon from date until paid.

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 of of the second part here 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 of making such sale, on demand, to said parties of the first part or their heirs and assigns.

IN WITNESS WHEREOF, The said part is 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

Charles E. Barley (SEAL)  
Amelia Barley (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 2 day of September A. D. 1919, before me, the undersigned a Notary Public in and for said County and State, came Charles E. Barley and Amelia Barley, his wife 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 September 15th 1922 E. H. Hilkey Notary Public.

Filed for Record the 2 day of Sept. A. D. 1919, at 3:10 o'clock P. M.  
Estelle Northrup Register of Deeds  
Deputy.

This mortgage is subject to the original mortgage. The mortgagee herein described having been paid in full, this mortgage is hereby released and discharged. As witness my hand this 2nd day of September, 1919.

Recorded Sept 7th 1919  
E. H. Hilkey  
Register of Deeds

For Assignment See Cert. 57 Page 263