

MORTGAGE RECORD NO. 58

This Indenture, Made this 9th day of June in the year of our Lord nineteen hundred and twenty between J. E. Markley and Ethel Markley, his wife, in the County of Douglas and State of Kansas, of the first part, and

William Churchbaugh of the second part: WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty five hundred 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 parties 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:

The west half of the southwest quarter of section four (4) Township fourteen (14) Range Nineteen (19)

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

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred Dollars according to the terms of one certain note this day executed and delivered by the said parties to the said parties of the second part William Churchbaugh

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 parties 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 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 parties making such sale, on demand, to said parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

J. E. Markley (SEAL)
Ethel Markley (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 9 day of June A. D. 1920, before me, E. St. Ruhne a Notary Public in and for said County and State, came J. E. Markley and Ethel Markley, 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 Jan 25 1922 E. St. Ruhne Notary Public.

Filed for Record the 12 day of June A. D. 1920, at 9:20 o'clock A.M.

Estelle Northrup Register of Deeds
Ernest Elora Deputy.

Two Affidavits per Book 140 page 241
Two Returns per Book 143 page 407