

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 of Douglas in the County of Douglas and State of Kansas, of the first part, and

of the second part: See Flory

WITNESSETH That the said parties of the first part, in consideration of the sum of One thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well 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 Section Four Township fourteen Range nineteen

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first 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 excepting a mortgage for \$2500

This Grant is intended as a Mortgage to secure the payment of the sum of One thousand Dollars

according to the terms of one certain note this day executed

and delivered by the said first parties to the said parties of the second part See Flory

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 sales 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 first 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 9th day of June A. D. 1922, before me, Geo. H. Kuhne 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 persons who executed the foregoing writing 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 1925

Geo. H. Kuhne Notary Public.

Filed for Record the 12 day of June A. D. 1922, at 555 o'clock A.M.
Estelle Deschamps Register of Deeds
Ferna Flory Deputy.

The following is endorsed on the original instrument:
The note herein referred to having been paid in full, this mortgage is hereby released and the same is hereby voided and discharged.
As witness my hand this 2nd day of August A. D. 1923
Attest: Estelle Deschamps

Recorded Aug. 22 1922
Geo. H. Kuhne
Notary of Deeds