

## MORTGAGE RECORD NO. 58

This Indenture, Made this Seventeenth day of June in the year of our Lord nineteen hundred and Twenty between Oscar E. Markley, a single man of the Township of Willow Springs in the County of Douglas and State of Kansas, of the first part, and A. S. Boardman of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of One Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he th sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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 One hundred and ten (110) acres of the Southeast quarter (1/4) of Section Three (3) in Township Fourteen (14) of Range Nineteen (19) in said County and State.

The mortgagor agrees to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company or companies approved of by this mortgagee, with mortgage clause attached making her payable to said mortgagee, or her assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do th hereby covenant and agree that at the delivery hereof he 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 Dollars according to the terms of one certain note this day executed

and delivered by the said party of the first part to the said party of the second part payable five years after date with interest thereon according to the terms of said note and coupons thereto attached.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments for 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 party of the second part, her 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 sales, 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 her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Hugh Blair

Oscar E. Markley

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 19<sup>th</sup> day of June A. D. 1920, before me, Hugh Blair a Notary Public in and for said County and State, came Oscar E. Markley, a single man,

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 25<sup>th</sup> Dec 1921

Hugh Blair

Notary Public.

Filed for Record the 19 day of June A. D. 1920 at 2:30 o'clock P. M.

Estelle Norbury

Register of Deeds

Ernie Lind

Deputy.

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged.  
As witness my hand this 3<sup>rd</sup> day of Jan A. D. 1923

Attest:  
A. S. Boardman  
James Mott

Recorded Jan. 5 1923  
John C. McAllister  
Register of Deeds  
Jos. Wellman Dep.