MORTGAGE RECORD NO. 60

This Indenture, Made this Twelfth day of December in the year of our Lord nineteen hundred nineteen, between William C. Barkley and Henry L. Barkley, both single of Baldwin in the County of Douglas and State of Kansas, of the first part, and William F. Davis of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Ten Thousand no/100 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 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:

Commencing Twenty Rods West of the Southeast corner of the Southeast Quarter of Section Thirteen (13), in Township Fifteen (15) South, of Range Nineteen (19) East of the Sixth Principal Meridian; thence West One Hundred Forty (140) Rods; thence North One Hundred sixty (160) Rod; thence East Sixty (60) Rods; thence South Eighty (80) Rods; thence East Eight (80) rods; thence South Eighty (80) Rods to beginning; Also commencing at the Southeast corner of the Southwest Quarter of Section Thirteen (13), in Township Fifteen (15) South, of Range Nineteen (19) East of the Sixth Principal Meridian; Thence West Forty-three (43) Rods; thence North variation Nine (9) degrees, East forty (40) Rods; thence North variation Nine (9) degrees, Thirty (30) minutes East Forty (40) Rods; thence West Twenty (17) Rods Fourteen (14) links; thence North variation Ten (10) degrees Eighty (80) Rods to half section line; thence East Sixty-two (62) Rods one (1) link to center of Section Thirteen (13); thence South One Hundred Sixty (160) Rods to beginning. Land above conveyed containing in the aggregate One Hundred Fifty one acres.

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.

This Grant is intended as a Mortgage to secure the payment of the sum of Ten Thousand & no/100 Dollars according to the terms of a certain note this day executed and delivered by the said first parties to the said parties of the second part due June 1, 1930

and this conveyances 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 parties 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 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 parties making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

William C. Barkley (SEAL)
Henry L. Barkley (SEAL)
(SEAL)

STATE OF Kansas
Douglas County } ss.

BE IT REMEMBERED, That on this 12th day of December A. D. 1919, before me, J. B. Ross a Notary Public in and for said County and State, came William C. Barkley and Henry L. Barkley, both single to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged execution of the same.

(SS)

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 March 28 1921

J. B. Ross
Notary Public.

Filed for Record the 5 day of April A. D. 1922, at 11:05 o'clock A. M.

Estelle Northrup Register of Deeds
Ferne Buckner Deputy.