

Reg Inf 286

This Indenture, Made this Twentieth day of March in the year of our Lord 1900, between Burganion O. Barty and Lizzie Barty his wife of Burganion in the County of Burganion and State of Kansas, of the first part, and State Bank of Eudora Eudora Kansas of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Twenty-three Hundred Fifty Four and 23/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have re sold, and by these presents do re grant, bargain, sell and mortgage to the said part 2d of the second part their heirs and assigns, forever, all that tract or parcel of land

[illegible]

do hereby covenant and agree that at the delivery hereof, they are 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. Except one Mortgage to the Central States Mortgage Co. St. Joseph Mo. for \$5500.00

This Grant is intended as a Mortgage to secure the payment of the sum of.....  
 2364.23 Dollars  
 according to the terms of two certain note this day executed  
 and delivered by the said Regina O. Batt Jessie Batt his or her to the said part<sup>y</sup> of the second part  
One Note for \$700.00 for five years and One Note for  
1664.23 for five years

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 party 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 sales, and the overplus, if any there be, shall be paid by the party of the first part, Benjamin O. Barty and Lizzie Barty his wife 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

Benjamin O. Bartz ..... (SEAL)  
Lizzie Bartz ..... (SEAL)  
..... (SEAL)

STATE OF *Kansas* } ss.  
*Douglas County* }

BE IT REMEMBERED, That on this 20 day of March A. D. 1923, before me August H. Fiedler a Notary Public in and for said County and State, came Benjamin D. Bats and Lizzie Bats his wife to me personally known to be the same person, he who executed the foregoing instrument and duly acknowledged execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year above written.

My Commission Expires.....*Feb. 18, 1926*.....19.....

Filed for Record the 22nd day of Feb. A. D. 1923 at 8:30 o'clock A. M.  
Loa E. Wellman Register of Deeds  
 Deputy

The note herein described having been filed in full this short fact is hereby released.

(The following is enclosed in the original instrument)