

This Indenture made this second day of April in the year  
 of our Lord one thousand eight hundred and eighty one between  
 James M. Halbert and his wife Sarah J. Halbert of the Township  
 of Clinton in the County of Douglas and State of Kansas of the first  
 part and Jennie Barlow of Saugus Massachusetts of the second part.  
 witnesseth That the said parties of the first part in consid-  
 eration of the sum of Seventy five 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  
 party of the second part her heirs and assigns forever  
 all that tract or parcel of land situated in the County of Doug-  
 las and State of Kansas described as follows to wit;  
 The North West quarter of the South East quarter of Section  
 Number Thirty six (36) in Township Number Thirteen (13)  
 of Range number Eighteen (18) and containing Forty (40)  
 acres with the appurtenances and all the estate title and interest  
 of the said parties of the first part therein. And the said  
 James M. Halbert and Sarah J. Halbert 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  
 encumbrances.

This Grant is intended as a mortgage to secure the  
 payment of the sum of Seventy five (\$75) in three years after  
 date being interest at Ten percent per annum and pay-  
 able semiannually according to the terms of their one certain  
 promissory note this day executed and delivered by the  
 said James M. Halbert and Sarah J. Halbert to the said party  
 of the second part and this conveyance shall be void if  
 such payment be made as herein specified. But if de-  
 fault 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 shall become due and payable, and it shall  
 be lawful for 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 appraisal hereby named  
 or not at the option of the party of the second part  
 her executors administrators or assigns and out of  
 all the money arising from such sale to retain the  
 amount then due for principal and interest together  
 with the costs and charges of making such sale and

The debt hereby secured having been paid in full & hereby acknowledged  
full satisfaction of this mortgage this 11<sup>th</sup> day of February 1882,  
by John H. Barlow the City of Saugus

Attest C. L. Townsend Receiver of Funds