

This Indenture, Made this twenty-fourth day of October in the year of our Lord, one thousand eight hundred and eighty seven between Oliver P. Barber and Fannie B. Barber his wife, of Lawrence Kans. of the first part and Samuel Marks and Eliza Marks of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Two Thousand Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, and to their heirs and assigns forever, all the following described piece and parcel of land lying and situate in the City of Lawrence County of Douglas and State of Kansas, to wit: Lot No. One Hundred and Thirty (130) on Tennessee Street in said City.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, unto the parties of the second part and to their heirs and assigns, forever. And the said Parties of the first part 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 and that they will Warrant and Defend the same in the quiet and peaceable possession of said parties of the second part, their heirs and assigns forever, against all persons lawfully claiming the same.

Provided Always, And these presents are upon this express condition, that whereas, the said Oliver P. Barber and Fannie B. Barber are justly indebted unto the said Samuel Marks and Eliza Marks in the principal sum of Two Thousand Dollars, lawful money of the United States of America, being for a loan thereof the day and date hereof made by the said Samuel Marks and Eliza Marks to the said Oliver P. Barber and Fannie B. Barber and secured to be paid by two certain promissory notes of the said Oliver P. Barber and Fannie B. Barber, one of \$15.00 to the order of Samuel Marks and one of \$5.00 to the order of the said Eliza Marks in three (3) years from the date thereof, at the National Bank in the City of Lawrence and State of Kansas, with interest after maturity, at the rate of twelve per cent. per annum until the said principal sum is fully paid. The interest on said notes from date is to be paid semi-annually, on the

The following is endorsed on original instrument.
I Samuel Marks individually and as executor of the estate of Eliza Marks, Mortgagee within named, hereby acknowledge complete satisfaction of the debt by the within mortgage secured, and hereby authorize the Register of Deeds of Douglas County, Kansas, to discharge said mortgage of record, Dated this fourth day of November A.D. 1895.
Samuel Marks
Eliza Marks
Executors of the last Will and Testament of Eliza Marks of Kansas

Recorded Jan 15, 1896 James Brooks Register of Deeds

Mary T. Sanford
Mona E. Evinger