

This Indenture Made this 28 day of November in the year of our Lord one thousand eight hundred and eighty seven between John Barber and Annabella P Barber his wife of Lawrence in the County of Douglas and State of Kansas, of the first part and Charles H. Brett of Newark N. J. of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred \$300.00 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, his 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:

Lots Nos One hundred and Five (105) and One hundred and Seven (107) on Kentucky Street in the City of Lawrence with all the appurtenances, and all the estate, title and interest therein. And the said John Barber and Annabella Barber 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 except a prior mortgage to said second party for \$600.

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars according to the terms of one certain Note this day executed and delivered by the said John Barber and Annabella P. Barber to the said party of the second part: Payable in one year from date with interest at the rate of ten per cent per annum payable monthly and this conveyance 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain

In consideration of full payment of the within mortgage I hereby release the same this 7th day of March 1896

Charles H. Brett

Witnesses
J. M. Brooks
J. M. Brooks