

This Indenture, Made this seventeenth day of January in the year of our Lord one thousand eight hundred and eighty eight between Albert Schellhorn and M. Bertha Schellhorn his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Aaron Barton of Boston Massachusetts of the second part

Witnesseth That the said parties of the first part, in consideration of the sum of Six hundred 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: Lot No. Sixty one (91) on Commercial Street in the City of Lawrence in said County and State according to the plat of said City, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. 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 against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred Dollars due and payable in three years from date thereof with interest thereon from date at seven per cent per annum according to the terms of one certain promissory note this day executed and delivered by said parties of the first part to ^{the} said party of the second part; and this conveyance shall be void if such payment be made in said note and in this instrument specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the building erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of Six hundred Dollars in one responsible insurance company authorized to do business in the State of Kansas in default whereof said party of the second part may pay such taxes and any penalties and costs which may have accrued thereon, and as will effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance shall from the date of payment be an additional lien under this mortgage on said above described premises and shall bear interest at the rate of twelve per cent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note and the interest thereon and all taxes and insurance

The following is inclosed over the original instrument.
The Note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this twenty second day of January 1891

Aaron Barton

David J. Blaney

Recorded Jan 26, 1891 at 6:20 o'clock P.M. by Charles B. Rogers, Register of Deeds