

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and eighty eight, between Geo. J. Barker (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and Jennie L. Drake of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Eight Hundred ⁰⁰/₁₀₀ Dollars, to him duly paid, the receipt of which is hereby acknowledged has sold and by these presents does 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 Douglas and State of Kansas, described as follows, to-wit:

Lot number Twelve (12) and the South half of Lot number Ten (10) New Hampshire Street in the City of Lawrence Douglas County Kansas

This Mortgage being given to secure the payment of a portion of the purchase money for said land, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Geo. J. Barker do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Eight Hundred ⁰⁰/₁₀₀ Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Geo. J. Barker to the said party of the second part: Payable Four Hundred ⁰⁰/₁₀₀ Dollars in one year and Four Hundred ⁰⁰/₁₀₀ Dollars in two years from date with interest at the rate of Eight (8) percent per annum payable annually 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 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 appraised or not at the option of the party of the second part her executors, administrators or assigns and out of all the moneys arising from such sales, to retain

The following is contained on original instrument

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

3d day of September 1892

Witness:

Chas Chadwick

Recorded Sept 3, 1892 at 9 o'clock AM

James Brooks Register of Deeds

Lawrence, Kan.