318 DICY, DURK BOOK MARDIACIDICS, LAWYCOCC, MARK MORTCACE RECORD -day of October-- in the year of our This Indenture, Made this _____ Lord one thousand eight hundred and eighty Ming. -Oliver Barber and Malinda Baspeshis wife of daw vence _____ in the County of ___ Douglas: of the first part, and hannel Marks_____ = and State of Mansay of the second part, ' Wilnesselh, That the said parties of the first part in consideration of the sum of _______ Lix shundred and shirty fix (\$ 636 ") _______ DOLLARS, to ___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 part Z or when is nervey acknowledged, na pe_sold and by these presents do __grant, bargain, sell and mortgage to the said part r of the second part Line__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: The East half "al of the North Cast cuarter "41 of hection Ne. Eleven (11) in Source high to Thirteen (13) buch of Range No Eighteen (18) East of the 64 P. M. Leves 1/2 acres sellood Sol ._____ 18-9-5 0.10 with all the appurtenances, and all the estate, title and interest of the said particle of the first part therein. And the said -Oliver Barber and Malinda Barberdo -- hereby covenant and agree that at the delivery hereof they one 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 except a prior Mortgage of 11 Too dated January 1. 1 SF6-Filis grant is intended as a Mortgage to secure the payment of the sum of Lix thundred and Puirty fix Dollars -notethis day executed and delivered by the according to the certifies of the contract of the sold party of th Pollons there to attached. 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 part **y**_of the second part **b**. and the whole amount shall become use and physics, and it and its mark be marked to shall part \angle or the second part \angle and \angle and physics, 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 part \angle of the second part \angle \angle executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be puid by the party making such sale on demand to the said Cliver Barger hus heirs and assigns. In Witness Whereof, The said partice of the first part, have hereunto set Inc. hands and seals the day and year first above written. Oliver Barber (SEAL.) 1 Saula Signed and delitered in presence of MalindaBarber U.S.D. 1891 ___ (SEAL.,) (SEAL.) (SEAL.) There STATE OF KANSAS, County of Douglas day of October , A. D. 1889, before me, Be it Remembered, That on this = 17 a Notary Public in, and for said County and I. R. Steel State, came Oliver Barber and Malinda Barber his wif to me personally known to be the same personS_who executed the foregoing instrument, and duly acknowledged the execution of the same, In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written. chared and the J. J. Atecle My commission expires June 17-1890 . tary Public. Recorded Oct ____ A. D. 1889, at / 0° clock __ M. Jawrence Samas Sh Jec Q James Brooks R Register of Deeds. 5.00