

MORTGAGE RECORD

P. P. FOLLY, DEED BOOK MANUFACTURER, LAWRENCE, KAN.

This Indenture, Made this Eleventh day of December in the year of our Lord one thousand eight hundred and eighty nine between John Barber and Arabella P. Barber his wife and Oliver P. Barber and Fannie B. Barber his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Charles H. Britt Newark New Jersey of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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: That part of Block No. 9 in that part of the City of Lawrence formerly known as North Lawrence described as follows to-wit: Beginning at the North east corner of said Block No. 9, thence North 164 ft. West 19 Rods N. 164 ft. E. 10 R. to beginning being the North $\frac{1}{2}$ of $\frac{1}{4}$ of L. & $\frac{1}{4}$ said Block 9, less 100 feet off the North side thereof.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grantors 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 will not convey said premises until this Mortgage is fully paid.

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 Grantors before named to the said party of the second part: Payable in one year after date.

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 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 paid by the party making such sale on demand to the said John Barber and Oliver P. Barber their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

John Barber (SEAL.)
Arabella P. Barber (SEAL.)
Oliver P. Barber (SEAL.)
Fannie B. Barber (SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 12 day of December, A. D. 1889, before me, L. H. Steele, a Notary Public in and for said County and State, came John Barber, Arabella P. Barber his wife and Oliver Barber and Fannie B. Barber his wife 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.

My commission expires June 17 1890.Recorded Dec 12 A. D. 1889, at 4 o'clock P. M.

Notary Public.

James Brooks
 Eng. Lat. of Deeds

The grantors do draw on the original in their own hands. The note herein described having been paid in full this mortgage is hereby released and the same hereby and is discharged. At witness my hand, this 11 day of February A. D. 1890. Charles H. Britt.

*Recorded Feb. 14th 1890.
 By Geo. E. Conditary.
 Dep. Reg. of Deeds.*

