524 MORTCACE RECORD in the year of our - abril - day of = This Indenture, Made this = twenty eighth = Lord one thousand eight hundred and eight minity _____ between _____ between ______ between _______ between ______ between ______ between ___ of ______ in the County of _____ Douglas _____ and State of Mansas of the second part, Witnesseth, That the said parties, of the first part in consideration of the sum of = _____DOLLARS, to_them_duly paid, the receipt Listeen hundred and thirty three_____ Witcer lundred and thurty three ______ DULLARS, we there any paid, the receipt of which is hereby acknowledged, have solution by these presents do grant, bargains, we and an mortgage to the said party of the second part his __ beirs 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: All that part of the North West quarter of free county of Douglas and State of Kansas, described as follows, to wit: All that part of the North West quarter of the solution of the second sight in to work if the fourteen of a new solution of the solut Milolines and where the sail feidore for Barriere this montgage being giventto se cure the unspaid balance of the purchase money with all the appurtenances, and all the estate, title and interest of the said partillof the first part therein. And the said dosA hereby covenant and agree that at the delivery hereof is in the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances present three certainmongages, one to y. w. E. Willith, one to Mrs Priscilla a. Willith and one to be C. Howard in Jelanco 53 This grant is intended as a Mortgage to secure the payment of the sum of 7/1633"). - certain & promissorymote-- this day executed and delivered by the according to the terms of - out said______ I ydore la Barriere______ to the said party, of the second part : for the sum of 633 "payable two years after date with interest from date at the sate of eight ber cent fur annum payable annually and also of our bond for floor executed by paid m Deidore & Barriere to faid allred M. Holmed and of even I date here bith. 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 ins 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 Lud_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 all red M. Hormeonus heirs and assigns. In Witness Whereof, The said partition the first part, hauthereunto settlein handsand seals he day and year first above written O Labarriere_ (SEAL.) Signed and delivered in presence of Elizadabarriere ____ (SEAL.) _(SEAL.) _(SEAL.) STATE OF KANSAS, SS County of Douglas - day of - april - A. D. 1890, before me, Be it Remembered, That on this _ 28" Notary Public in and for said County and State, came Sidoreda Barriere and Eliza La Barriereto 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. R. L. Horton My commission expires april _ q _ 1893. Notary Public. Recorded Mary _____ 6 ___ A. D. 1890., at 10 " o'clock a- M. mues Brooks