

Be it Remembered, That on this Ninth day of September A. D. 1890 before me, John M. Newlin a Notary Public in and for said County and State came Mary Ann Barton & John D. Barton 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.



John M. Newlin

N.P.

My Commission expires April 28 1891

Recorded Sept. 10. 1890 at 10²⁵ o'clock A.M.

James Brooks
Register of Deeds

This Indenture Made this Fifth day of September in the year of our Lord one thousand eight hundred and ninety, between Meschack Sanders and Fannie Sanders his wife of Marion Twp in the County of Douglas and State of Kansas of the first part, and Mrs Caroline Levy of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven 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 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: The East half of the North West quarter of Section No. One (1) in Township No. Fourteen (14) South of Range No. Seventeen (17) East of the 6" principal meridian containing Eighty (80) acres of land.

The privilege of paying one hundred dollars or more of said principal sum at any interest paying date, is reserved by the grantors herein 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 Seven hundred Dollars, due and payable in five 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

Not released (see Book 137 Page 286)