

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty Second day of December in the year of our Lord one thousand eight hundred and ninet, between Calvin G. Perkins and Dolie W. Perkins his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Barker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Commencing at a point Sixty Seven rods west of the North East corner of the South East quarter (1/4) of Section thirty four (34) in Township twelve (12) Range twenty (20) Thence West along North line Thirteen (13) rods Thence South One hundred and Sixty (160) rods Thence East Thirteen (13) rods Thence North One hundred and Sixty (160) rods to the place of beginning containing Thirteen Acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Calvin G. Perkins and Dolie W. Perkins do hereby covenant and agree, at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred according to the terms of One certain Note and six coupons this day executed and delivered by the said Calvin G. Perkins and Dolie W. Perkins to the said party of the second part: his heirs or assigns

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 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 Calvin G. Perkins heirs and assigns.

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

Signed and delivered in presence of

John M. NewlinCalvin G. Perkins

(SEAL)

Dolie W. Perkins

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 22 day of December, A. D. 1890, before me, a Notary Public in and for said County and State, came Calvin G. Perkins and Dolie W. Perkins

to me personally known to be the same person 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 April 25 1891John M. Newlin

Notary Public.

Recorded Dec 29 A. D. 1890, at 9 o'clock 1 M.James Brooks

Register of Deeds

The following is enclosed in Original Indenture
The notes herein described having been paid in full this mortgage
is hereby released and the lien thereby created is charged
to W. H. W. my hand this 29 day of December A. D. 1891
Granville Yager

Recorded Dec 29 1891

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