

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 17th day of January in the year of our Lord one thousand eight hundred and ninety one between Francis E. Barrett and William W. Barrett her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and U. B. Adams of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and Eighty 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: Not thirty four (34) in Addition No. Two, but that part of the City of Lawrence known as North Lawrence, according to the Recorded plat of North Lawrence and Additions on file in the office of the Register of Deeds in and for said County

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part do hereby covenant and agree at the delivery hereof they are 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 Two hundred and Eighty according to the terms of Three certain promissory notes this day executed and delivered by the said Francis E. and William W. Barrett to the said party of the second part: as follows, One for \$100 due Feb. 15th 1893 One for \$100 due Feb. 15th 1893 and One for \$50 due Feb. 15th 1894 all to draw 6% interest payable annually from Feb. 15th 1891.

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, appraisal 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 Francis E. and William W. Barrett 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

A. A. CooperFrancis E. Barrett

(SEAL)

William W. Barrett

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 17th day of January, A. D. 1891, before me A. A. Cooper, a Notary Public in and for said County and State, came Francis E. Barrett and William W. Barrett

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 April 10th 1893A. A. Cooper

Notary Public.

Recorded Jan 17 A. D. 1891, at 2 o'clock P. M.James Brooks

Register of Deeds

The following is indorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released, and the lien hereby created discharged.
As witness my hand this 15 day of August - 1893
U. B. Adams
Recorded August 10th 1893
J. M. Brooks
Register of Deeds