

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of June in the year of our Lord one thousand eight hundred and ninety one between Peter Garrett and Lallie Garrett (husband & wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and J. C. Barton of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixty 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: South half (1/2) of the South half (1/2) of the South East Quarter (1/4) of Section Twenty six (26) Township Fourteen (14) Range Twenty six (26) less five (5) acres off the East end.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Peter Garrett and Lallie Garrett 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 estate of inheritance therein free and clear of all incumbrances—

This grant is intended as a Mortgage to secure the payment of the sum of—

Sixty according to the terms of One certain Promissory Note this day executed and delivered by the said Peter Garrett and Lallie Garrett to the said party of the second part: Said note due one year after date and drawing interest at the rate of 10% per annum from 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 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 Peter Garrett and Lallie Garrett 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

Peter Garrett (SEAL.)
Lallie Garrett (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16 day of June, A. D. 1891, before me a Justice of the Peace, a Notary Public in and for said County and State, came Peter Garrett and Lallie Garrett

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 1891 W. Bristow Notary Public.
Recorded June 16 A. D. 1891, at 5³⁰ o'clock P. M. Justice of the Peace

James Brooks Register of Deeds