

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Third day of November in the year of our Lord one thousand eight hundred and ninety one between Joseph Simpson and Marinda Simpson wife of Clinton 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 Eight 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: The West half of the South West quarter (1/4) of Section Seventeen (17) Township Thirteen (13) Range Nineteen (19) South West quarter (1/4) of North West quarter (1/4) of Section Seven and 23/4 of Section Seventeen (17) Township Thirteen (13) Range Nineteen (19) also East fifty acres of East half (1/2) of South East quarter (1/4) of Section Eighteen Township Thirteen (13) Range Nineteen

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph Simpson and Marinda Simpson 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 Excepting one mortgage of Eight hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars according to the terms of One certain Note and Six Coupons this day executed and delivered by the said Joseph Simpson and Marinda Simpson 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 Joseph Simpson 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.

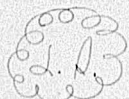
Signed and delivered in presence of

John M. Newlin

Joseph Simpson (SEAL)
Marinda Simpson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 5 day of Nov, A. D. 1891, before me John M. Newlin, a Notary Public in and for said County and State, came Joseph Simpson and Marinda Simpson 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 28 1895 John M. Newlin N.P.
Recorded Nov 6 A. D. 1891, at 11 o'clock A. M. James Brooks Register of Deeds

The following is endorsed on the original instrument
May 6 1895 Received of Joseph Simpson one the within, named mortgage
the sum of Eight hundred Dollars in full satisfaction of the within mortgage
E. J. Barker

Recorded May 6th 1895
James Brooks
Register of Deeds