

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixth day of November in the year of our Lord one thousand eight hundred and ninety one between Asa S. Cole and Mary S. Cole his wife of Baldwin City 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 One hundred and 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: Lots One (1) Two (2) Three (3) Four (4) and Five (5) on 21st Street in Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Asa S. Cole and Mary S. Cole 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 state of inheritance therein free and clear of all incumbrances Excepting One Mortgage Three hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and sixty Dollars according to the terms of three certain Notes due for \$50.00 \$50.00 \$60.00 this day executed and delivered by the said Asa S. Cole and Mary S. Cole 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, on 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 A. S. Cole 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

Asa S. Cole (SEAL.)
Mary S. Cole (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 7 day of Nov., A. D. 1891, before me a Notary Public in and for said County and State, came Asa S. Cole and Mary S. Cole 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 28 1895 John M. Newlin Notary Public.
Recorded Nov 9 A. D. 1891, at 11 o'clock A. M.

James Brooks Register of Deeds

Received of Asa S. Cole the within named mortgage the sum of One hundred and sixty and Dollars in full satisfaction of the within mortgage
 Recorded Sept 10. 1892 at 2:55 o'clock P.M. James Brooks Register of Deeds
 E. J. Barker
 The following is encased on original instrument.
 \$160.00
 Sept 10. 1892