

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23<sup>rd</sup> day of November in the year of our Lord one thousand eight hundred and ninety one between John Barber and Arrabella P. Barber his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and W. H. Armstrong 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: The North Half of Lot No. Eleven (11) Block No. Nine in Ord. Addition to the City of Lawrence in the County of Douglas State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John Barber and Arrabella P. Barber his wife do hereby covenant and agree, at the delivery hereof, <sup>that</sup> 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 four hundred Dollars according to the terms of One certain Promissory note executed and delivered by the said John Barber and Arrabella P. Barber his wife to the said party of the second part.

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, appraisalment 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said John Barber and Arrabella P. Barber their heirs and assigns.

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

Signed and delivered in presence of

John Barber (SEAL.)  
Arrabella P. Barber (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, } ss.  
 County of Douglas

Be it Remembered, That on this 23<sup>rd</sup> day of November, A. D. 1891, before me L. L. Steele, a Notary Public in and for said County and State, came John Barber and Arrabella P. Barber his wife 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 June - 18 - 1894 L. L. Steele Notary Public.  
 Recorded Nov - 25 - A. D. 1891, at 8<sup>30</sup> o'clock A - M.

James Brooks  
 Register of Deeds

The following is indorsed on the Original Instrument.  
 The Notes herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
 Attest:  
R. D. Mason  
 Recorded May 18<sup>th</sup> 1896  
W. H. Armstrong

