

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fourth day of January in the year of our Lord one thousand eight hundred and ninety two between Agrippa King and Mary King wife of Hever 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 thousand 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: That portion of the South East Quarter (1/4) of Section twenty five (25) Township Eleven (11) Range Seventeen (17) East, lying South of the Kansas River and known as lots One (1) and Two (2) of said quarter (1/4) containing forty (40) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Agrippa King and Mary King 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 One thousand Dollars according to the terms of One certain Note and Int. Coupons this day executed and delivered by the said Agrippa King and Mary King to the said party of the second part: his heirs and 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 Agrippa King his 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

Agrippa King (SEAL.)
Mary King (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 2 day of August, A. D. 1892, before me John M. Newlin, a Notary Public in and for said County and State, came Agrippa King and Mary King 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 Aug 2 A. D. 1892, at 11 o'clock P M.

James Brooks Register of Deeds

The following is a copy of the original instrument
 as it was described having been paid in full this mortgage
 is hereby released and the land thereby created discharged
 at the office of the Register of Deeds
 J. L. Barker
 at the office of the Register of Deeds
 January 20th 1893
 James Brooks

