

This Indenture, Made this 1st day of September in the year of our Lord one thousand eight hundred and ninety two between Hanson Barber and Jane Barber his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Levi Colbourn of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred (200) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 Sixty Eight (68) and Seventy (70) on Spruett Street and the North Sixty nine (69) feet of lots Sixty Seven (67) and Sixty nine (69) on Howe Street all 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 Hanson Barber and Jane Barber 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 estate of inheritance therein free and clear of all incumbrances Except one Mortgage of Two hundred dollars in favor of the K. N. B. & S. Ass.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred dollars with interest at 8% per annum according to the terms of One certain Promissory Note this day executed and delivered by the said Hanson Barber and Jane Barber to the said party of the second part: Levi Colbourn of even date for one year from Sept 1st 1892.

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 the 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 Hanson Barber or his heirs and assigns.

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

Signed and delivered in presence of

Hanson Barber (SEAL)
Jane Barber (SEAL)
mark (SEAL)
(SEAL)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 1st day of Sept, A. D. 1892, before me J. H. Thompson, a Notary Public in and for said County and State, came Hanson Barber and Jane Barber, husband and 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 July 8th 1895
Recorded Dec 21 A. D. 1892, at 6²⁰ o'clock P. M.



J. H. Thompson Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 2nd day of September 1894
A. L. Colby

Recorded Oct 20th 1894
James Brooks

Register of Deeds

For assignment see Book 29 Page 85

The following is recorded on the original instrument
Received of Hanson & Barber the within named