

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this seventeenth day of Feby in the year of our Lord one thousand eight hundred and ninety three between John N. Adams (widower) of Lawrence 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 party of the first part in consideration of the sum of Forty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 (1/2) of Lot Eleven (11) Addition One (1) in that part of the City of Lawrence Kansas known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John N. Adams do sell hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Forty Dollars according to the terms of One certain Note this day executed and delivered by the said John N. Adams 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 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 John N. Adams heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. NewlinJ. N. Adams

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
Douglas County

Be it Remembered, That on this 17 day of Feby, A. D. 1893, before me John M. Newlin, a Notary Public in and for said County and State, came John N. Adams 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 1895Recorded Feb 17 A. D. 1893, at 6 o'clock P. M.John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument:  
#49- Feb 23, 1893 Received of John N. Adams on the note herein named Mortgage the sum Forty Dollars, in full satisfaction of the mortgage mortgage.  
E. J. Barker

Recorded February 23, 1893  
James Brooks

Register of Deeds

