

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 24th day of April in the year of our Lord one thousand eight hundred and ninety three between A. M. Barnes and Sillie B. Barnes his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Ferdinand Vrethow of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and Fifty (150) 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 numbered One (1) and Two (2) in Block numbered Seventeen (17) in Same Place addition to the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. M. Barnes & Sillie B. Barnes his wife do hereby covenant and agree that at the delivery hereof they 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 hundred and Fifty dollars (150) according to the terms of one certain Promissory Note this day executed and delivered by the said A. M. Barnes & Sillie B. Barnes 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, 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 parties making such sale on demand to the said A. M. Barnes 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

A. M. Barnes (SEAL.)

Sillie B. Barnes (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24th day of April, A. D. 1893, before me John W. Swape, a Notary Public in and for said County and State, came A. M. Barnes and Sillie B. Barnes 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 April 25th 1895 John W. Swape Notary Public.

Recorded April 28 A. D. 1893, at 10³⁰ o'clock A. M.

James Brooke Register of Deeds.

This following is endorsed on the original instrument
The party herein described having been paid in full this Mortgage is hereby released
and the said party created discharged as witnesses my hand this 20th day of May A.D. 1893
Ferdinand Vrethow
Grafton

Recorded May 21st 1893