

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 20th day of April in the year of our Lord one thousand eight hundred and ninety two 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 Elizabeth Dixon of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and Fifty 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 their 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 Number One (1) and Two (2) in Block No. Seventeen (17) of Same Place Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said A. M. Barnes and Sillie B. Barnes 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

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said A. M. Barnes and Sillie B. Barnes to the said party of the second part: Payable in one year with interest according to note

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 A. M. Barnes & S. B. Barnes heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set their hands and seals 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 20 day of April, A. D. 1892, before me S. S. Steele, a Notary Public in and for said County and State, came A. M. Barnes and Sillie B. Barnes 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. S. S. Steele Notary Public.
Recorded May 1 A. D. 1893, at 5 o'clock P. M.

James Brooks
Register of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 20th day of April, 1892.
Elizabeth Dixon

Witness James Brooks
Register of Deeds