

This Indenture, Made this 3 day of August in the year of our Lord one thousand eight hundred and ninety three between Oliver C. Barber and Fannie B. Barber his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Nate G. Batten of Des Moines Iowa of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eighteen Hundred 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 her 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: Lot No One Hundred and Thirty four (134) on Tennessee Street in 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 Oliver C. Barber and Fannie B. 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

This grant is intended as a Mortgage to secure the payment of the sum of Eighteen Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said Oliver C. Barber and Fannie B. Barber to the said party of the second part: payable in three years with interest, as evidenced by six coupons attached

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 her 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 her 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 Oliver C. Barber and Fannie B. Barber 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

Oliver C. Barber (SEAL.)
Fannie B. Barber (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 4 day of August, A. D. 1893, before me J. I. Stule, a Notary Public in and for said County and State, came Oliver C. Barber and Fannie B. Barber 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 June 18 1894 J. I. Stule Notary Public.
Recorded Aug 14 A. D. 1893, at 22 o'clock P M.
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 16th day of May 1893
Margaret H. Lyons

Witness - Wm. J. Smolan
Assigned per Book 35 Page 124
Notary Public - J. I. Stule