

JOURNAL OF LAWRENCE, KAN.

**This Indenture**, Made this Twelfth day of December in the year of our Lord one thousand eight hundred and ninety three between Louise Havens (Widow) of Media 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 three hundred DOLLARS, to her 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 North half (1/2) of North East quarter (1/4) of Section Six (6) Township Fifteen (15) South of Range Twenty (20) East of the 6<sup>th</sup> M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Louise Havens do hereby covenant and agree that at the delivery hereof she 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 three hundred Dollars according to the terms of One certain Note & Six Coupons this day executed and delivered by the said Louise Havens 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 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 part of the second part 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 Louise Havens her heirs and assigns.

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

Signed and delivered in presence of

Louise Havens (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 14 day of December, A. D. 1893, before me John M. Newlin, a Notary Public in and for said County and State, came Louise Havens

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 Dec 15 A. D. 1893, at 10<sup>55</sup> o'clock M.John M. Newlin Notary Public.James Brooke Register of Deeds.

The following is indorsed on the original instrument  
The note herein described having been paid in full this Mortgage  
is hereby released and the loan hereby created discharged  
As Witness my hand this 11<sup>th</sup> day of August A.D. 1898.  
E. J. Barker.

Recorded August 10<sup>th</sup> 1898.  
(Original See Book 31 Page 588)  
W. J. Barker and Register of Deeds