

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this second day of April in the year of our Lord one thousand eight hundred and ninety four between Elijah M. Dixon and Sarah R. Dixon (wife) of Baldwin 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 parties of the first part in consideration of the sum of Three 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 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 One hundred and thirteen (113) One hundred and fifteen (115) One hundred and twenty (120) One hundred and nineteen (119) One hundred and twenty one (121) and One hundred and twenty three (123) on Newton Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Elijah M. Dixon and Sarah R. Dixon 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 Insurance to be kept in favor of the Mortgage in the sum of Three hundred and fifty Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and fifty Dollars according to the terms of One certain Note and coupons this day executed and delivered by the said Elijah M. Dixon and Sarah R. Dixon 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 the 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 the 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 Elijah M. Dixon 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

Elijah M. Dixon (SEAL.)Sarah R. Dixon (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 3<sup>d</sup> day of April, A. D. 1894, before me J. H. Thompson a Notary Public in and for said County and State, came Elijah M. Dixon and Sarah R. Dixon husband and 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 July 3<sup>d</sup> 1895.Recorded April 6 A. D. 1894, at 4<sup>th</sup> o'clock P-M.J. H. Thompson

Notary Public.

James Brooks

Register of Deeds.

The following is declared on the original instrument  
The state herein described having been paid in full this Mortgage  
is hereby released and the lien thereon created is discharged  
As Witness my hand this 24<sup>th</sup> day of June A. D. 1899.  
Mary E. Wilder

W. H. Boswell Register of Deeds.

Recorded June 24<sup>th</sup> 1899.

(Assigned See Book 31 Page 384)