

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twelfth day of April in the year of our Lord one thousand eight hundred and ninety four between Adelia H. Burgoon and Thomas Burgoon husband 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 six (106) One hundred and eight (108) One hundred and ten (110) and One hundred and twelve (112) on First Street and South half of Lots One hundred and five (105) One hundred and seven (107) One hundred and nine (109) and One hundred and eleven (111) King Street all in Baldwin City Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Adelia H. Burgoon and husband 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 To be kept insured in favor of the Mortgage

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 of Six Coupons this day executed and delivered by the said Adelia H. Burgoon and husband 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 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 Adelia H. Burgoon 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

Adelia H. Burgoon (SEAL.)  
Thomas Burgoon (SEAL.)  
 (SEAL.)  
 (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 18 day of April, A. D. 1894, before me J. H. Thompson Notary Public in and for said County and State, came Adelia H. Burgoon and Thomas Burgoon Wife & Husband 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 1895 J. H. Thompson Notary Public.  
 Recorded April 19 A. D. 1894, at 7:30 o'clock M.

Jamies Brooks Register of Deeds.

The following is entered on original instrument:  
 The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
 E. J. Barker  
 Recorded Aug. 18, 1894 at 5 o'clock P.M. James Brooks Register of Deeds  
 After E. J. Barker