

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this seventeenth day of May in the year of our Lord one thousand eight hundred and ninety four between Mina R. Patterson and Joseph C. Patterson 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 seven 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 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 West fifty two and 3/4 acres of the North West fractional quarter (1/4) of Section two (2) Township fifteen (15) Range twenty (20) being all of said quarter (1/4) Section lying West of a line of Shawnee Indian Reservation and 1/4 (1/4) acres adjoining and East of said line running the whole length of said quarter (1/4) Section North and South

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mina R. Patterson and Joseph C. Patterson 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 seven hundred Dollars according to the terms of One certain Note with Coupons this day executed and delivered by the said Mina R. Patterson and Joseph C. Patterson 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 Mina R. Patterson heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Mina R. Patterson (SEAL.)
J. C. Patterson (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 18 day of May, A. D. 1894, before me J. E. Hair, a Notary Public in and for said County and State, came Mina R. Patterson and J. C. Patterson 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 Aug 3 1896Recorded May 31 A. D. 1894, at 9:40 o'clock A. M.J. E. Hair

Notary Public.

James Brooks
 Register of Deeds.

The following is endorsed on the original instrument
 The note herein described having been paid in full this Mortgage
 is hereby released and the lien thereby created discharged
 As Witness my hand this 10th day of June A.D. 1894.
E. J. Barker

W. J. Foxman Register of Deeds

Recorded June 10th 1894.

