

This Indenture, Made this sixth day of August in the year of our Lord one thousand eight hundred and ninety four between Mary Ann Barton and John D. Barton (husband) of Bond in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand 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 South East Quarter (1/4) of Section Twenty one (21) Township Fourteen (14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary Ann Barton and John D. Barton do hereby covenant and agree that at the delivery hereof they 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 Two thousand Dollars according to the terms of One certain Note with three coupons this day executed and delivered by the said Mary Ann Barton and John D. Barton to the said parties 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 parties 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 Mary Ann Barton her 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

Mary Ann Barton (SEAL.)
John D. Barton (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6 day of August, A. D. 1894, before me John M. Newlin, a Notary Public in and for said County and State, came Mary Ann Barton and John D. Barton 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 1895 John M. Newlin Notary Public.
Recorded Aug 7 A. D. 1894, at 4 o'clock P— M.

James Brooks Register of Deeds.

The following is intended as the original instrument
the state within the limits of having been paid in full this Mortgage
is hereby released and the land hereby created is discharged
As Witness my hand this 10th day of April A.D. 1901
D. H. Strubley
By D. H. Strubley, Clerk in fact
He recorded April 10 1901
(Assigned see Book 31 Page 303)