

This Indenture, Made this Twenty Second day of February in the year of our Lord one thousand eight hundred and ninety 1895 between Idore Sabarrier and Eliza Sabarrier (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary E. Chamberlin of the second part,

**Witnesseth**, That the said part 1st of the first part in consideration of the sum of Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha 21 sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part all 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 thirty five (135) One hundred thirty six (136) and One hundred thirty seven (137) on the North Side of Maple Street in the subdivision of the South West Block of Addition No. Three (3), to that part of the City of Lawrence formerly known as North Lawrence being the homestead of parties of the first part

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Idore Sabarrier and Eliza Sabarrier 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 four hundred dollars according to the terms of one certain Note & Nine Coupons this day executed and delivered by the said Idore Sabarrier and Eliza Sabarrier to the said party of the second part: her 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 all 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 all 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Idore Sabarrier heirs and assigns.

**In Witness Whereof**, The said part 1st of the first part, ha 21 hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Idore Sabarrier

Eliza Sabarrier

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 24 day of February, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Idore Sabarrier and Eliza Sabarrier 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 - 26 - 1895  
Recorded March 1 A. D. 1895 at 9 o'clock A. M.

John M. Newlin  
James Brooks  
Notary Public.  
Register of Deeds.

The foregoing is indorsed 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 27th day of March, A.D. 1899

John G. Broughton  
Adm. Est. Mary E. Chamberlin

Attest  
Frank Shuey

Recorded August 4<sup>th</sup> 1899  
G. H. Johnson  
Register of Deeds  
by J. H. Fisher  
Deputy