

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of March in the year of our Lord one thousand eight hundred and ninety five between J. E. McConnell and America McConnell (Wife) of Laurin 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 part 1st of the first part in consideration of the sum of One 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 North fifteen (15) feet of Lots No Eight (8) and Nine (9) and the South twenty five (25) feet of Lots No 6 and 7 and 10 all in Block No Eleven (11) Babcocks Enlarged Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said J. E. McConnell and America McConnell 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 One hundred Dollars according to the terms of One certain Note this day executed and delivered by the said J. E. McConnell and America McConnell 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 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 J. E. McConnell his heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

J. E. McConnell

America McConnell

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered,** That on this 13 day of March, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came J. E. McConnell and America McConnell 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 April - 26 1895

Recorded March 13 A. D. 1895 at 3 o'clock P. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on original instrument:  
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.  
At Miners my hand, this 13 day of March, A.D. 1896.  
E. J. Barker  
Recorded March 13, 1896. James Brooks Register of Deeds  
J. W. Carman Deputy