

This Indenture, Made this 15<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety six between O.P. Barber and Fannie B. Barber husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lamuel Marks of the second part,

Witnesseth, That the said part 1st 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 part 1<sup>y</sup> 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 Number One Hundred Thirty (130) and One Hundred Thirty Two (132) on Tennessee Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 three years after date with interest at 8 percent per annum payable semi-annually according to the terms of one certain note and six interest coupons this day executed and delivered by the said O.P. Barber and Fannie B. Barber to the said part 1<sup>y</sup> of the second part:

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 part 1<sup>y</sup> 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 part 1<sup>y</sup> 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 for making such sales, and the overplus, if any there be, shall be paid by the part 1<sup>y</sup> making such sale on demand to the said O.P. Barber his heirs and assigns.

In Witness Whereof, The said part 1<sup>st</sup> of the first part, ha—hereunto set—hand and seal the day and year first above written.

Signed and delivered in presence of

O.P. Barber (SEAL.)  
Fannie B. Barber (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 15 day of January, A. D. 1896, before me, L. A. Steele, a Notary Public in and for said County and State, came O.P. Barber and Fannie B. Barber his wife

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 January 1<sup>st</sup> 1898 L. A. Steele Notary Public.  
Recorded January 15 A. D. 1896 at 2<sup>55</sup> o'clock P.M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument  
This note herein described having been paid in full  
this Mortgage is hereby released and the lien thereby  
created is discharged. As Witness My hand this 12th day of February.  
D.D. 1906,  
Samuel Marks.

Recorded Jan 17 1906,  
A. H. Ambrose,  
Register of Deeds.