

This Indenture, Made this Eighteenth day of June in the year of our Lord one thousand eight hundred and ninety seven between Oliver P. Barber and Fannie B. Barber (Wife) John Barber and Arabella P. Barber (Wife) of Sawnee in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 her 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:

Lot One hundred and ninety seven (197) Ohio Street in the City of Sawnee Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Oliver P. Barber, Fannie B. Barber, John Barber and Arabella P. Barber 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

Three hundred Dollars

according to the terms of One certain Note and six Coupons this day executed and delivered by the said Oliver P. Barber, Fannie B. Barber, John Barber and Arabella P. Barber 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 therefor, 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 her 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 her 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 Oliver Barber, his 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

Oliver P. Barber (SEAL.)
Fannie B. Barber (SEAL.)
John Barber (SEAL.)
Arabella P. Barber (SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 18th day of June, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came Oliver P. Barber, Fannie B. Barber, John Barber and Arabella P. Barber 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 28, 1899 John M. Newlin Notary Public.
Recorded June 18 A. D. 1897, at 3 o'clock P.-M.

James Brooks Register of Deeds.

The following is recorded on the original instrument. The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. My witness my hand this 23rd day of May A.D. 1904. Mary J. Bailey

Recorded May 23rd 1904.
W. C. Armstrong
Register of Deeds.