

This Indenture, Made this Nineteenth day of June in the year of our Lord one thousand eight hundred and ninety seem between Samuel Barben of Siegal in the County of Douglas and State of Kansas of the first part, and The Huber Manufacturing Co. of Marion Ohio of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six hundred twenty five DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha\$ 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 East Quarter less Forty Acres in Sec. 17 Town 13 - Range 19 of Douglas Co, Kan, Containing 120 Acres

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Samuel Barben do hereby covenant and agree that at the delivery hereof he is 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 except a mortgage of \$1800 - Eight hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred twenty five dollars according to the terms of 5 certain Note this day executed and delivered by the said Samuel Barben to the said party of the second part: payable at Merchants Nat. Bank, Sumner Kan as follows to wit: \$125.00 dollars on the first day of Sept 1897; 125 Dollars on the first day of Dec 1897; 125 Dollars on the first day of Sept 1898; 125 Dollars on the first day of Dec 1898; 125 Dollars on the first day of Dec 1899; with interest thereon 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 their 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 their 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 Sam Barben heirs and assigns.

In Witness Whereof, The said party of the first part, ha\$ hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

S. S. Steele

Sam Barben

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 4 day of August, A. D. 1897, before me, S. S. Steele, a Notary Public in and for said County and State, came Sam Barben

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 June 18, 1898

Recorded Aug 9 A. D. 1897, at 10³⁰ o'clock A. M.

Notary Public.

James Brooks
Register of Deeds.

Released See Book 33 Page 402

Not released