

This Indenture, Made this Tenth day of June in the year of our Lord one thousand eight hundred and ninety Eight between D. C. Barton (unmarried)

of Big Springs in the County of Douglas and State of Kansas of the first part, and Mrs. Adda M. Bowman of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Seven Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: The west half 1/2 of the North East quarter 1/4 of Section two (2) Township Nine (12) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said D. C. Barton 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.

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars

according to the terms of a certain Promissory Note this day executed and delivered by the said Party of the first part to the said party of the second part: Also ten coupon notes attached thereto

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 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 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 Party of the first part his heirs and assigns.

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

Signed and delivered in presence of

D. C. Barton (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Knox

Red Stamp
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Be it Remembered, That on this 18th day of July, A. D. 1898, before me, John E. Davis, a Notary Public in and for said County and State, came D. C. Barton unmarried

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 Sept 22nd 1898

Recorded July 27th A. D. 1898, at 5 o'clock P.M.

John E. Davis

Notary Public.

A. Bowman

Register of Deeds.

The following is enclosed on the original instrument
Receipt, \$700, Lawrence, Kansas June 18th 1903.
Received of D.C. Barton, his heirs or assigns (Seven hundred) the
within named Mortgage the sum of Seven hundred and
Dollars, in full satisfaction of the within mortgage.
Mrs. Adda M. Bowman

Recorded June 18th 1903,
A. Bowman
Register of Deeds.

