

This Indenture, Made this 20th day of Sept in the year of our Lord one thousand eight hundred and ninety Eight between J. N. Barkley and R. M. Barkley of Gardner in the County of Johnson and State of Kansas of the first part, and Mrs. Loumina Joseph of the second part.

Witnesseth, That the said part ies of the first part in consideration of the sum of Seven 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 part ies 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: All that portion of the South one half of the South East quarter Section No. Eighteen (18) Township No. Fifteen (15) Range No. Twenty (20) East. Lying East of the Rail Road. Said tract containing twenty one (21) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said J. N. Barkley and R. M. Barkley his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner^s 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 One certain Note this day executed and delivered by the said J. N. Barkley and R. M. Barkley to the said part ies of the second part:

Dated Gardner, Kans. Sep 20, 1898. Three years after date or promise to pay to the order of Mrs. Loumina Joseph, Seven Hundred Dollars. Value received. Int. 7 per cent payable quarterly at Gardner Bank. Provided granted to pay One Hundred dollars at any int. paying time by giving 60 days notice.

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 part ies 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 part ies 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 part ies making such sale on demand to the said J. N. Barkley or R. M. Barkley their heirs and assigns.

In Witness Whereof, The said part ies of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

J. D. Cramer

J. N. Barkley

R. M. Barkley

STATE OF KANSAS,

County of Johnson } SS.

Be it Remembered, That on this 22nd day of September A. D. 1898, before me, J. D. Cramer a Notary Public in and for said County and State, came J. N. Barkley and R. M. Barkley his wife

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 March 1st 1901

Recorded Sept. 26th A. D. 1898, at 7²⁰ o'clock P. M.

J. D. Cramer

Notary Public.

L. D. Cramer

Register of Deeds.

The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand, this 21st day of Sept. A.D. 1901.
Loumina Joseph

Recorded Sept. 24 - 1901 -
By J. D. Cramer
Register of Deeds -
By Ellis W. Cramer -
Deputy

