

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of June in the year of our Lord one thousand eight hundred and ninety nine between Andors Labarriere and Eliza Labarriere, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and V. O. Wright of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five hundred and fifty 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 No. one hundred ninety five (95), one hundred ninety six (96), and one hundred ninety seven (97) in subdivision of south west block of addition No. Three (3) in that part of the city of Lawrence, formerly known as North Lawrence, same being the homestead of parties of the first part. The said parties of the first part hereby agree that they will maintain insurance to the amount of \$500 on the building now on or to be erected on said lots during the existence of this mortgage for the benefit of the party of the second part, her heirs or assigns with all the appurtenances, and all the estate, title and interest of the said parties 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs or assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and fifty dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by check or draft to above described parties, together with possession thereof, 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 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 parties of the first part, their 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 sealed and delivered in presence of

J. Labarriere (SEAL.)  
Eliza Labarriere (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 16th day of June, A. D. 1899, before me, Joseph B. Riggs, a Notary Public in and for said county and State, came Andors Labarriere and Eliza Labarriere, 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 25th 1901  
Recorded July 17th A. D. 1899, at 4<sup>10</sup> o'clock P. M.

Joseph B. Riggs Notary Public.  
G. B. Bowman Register of Deeds.

For Release See Book 62 Page 445  
(For Assignment See Book 57 Page 491)

(For Assignment See Book 39 Page 381)