

**This Indenture,** Made this First day of August in the year of our Lord one thousand eight hundred and ninety nine between Paris Barker and his wife Eliza Barker of Lawrence in the County of Douglas and State of Kansas of the first part, and Henry Kline and Edward Kline of the same place of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of One 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 parties of the second part their 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: lots numbered one (1) and three (3) on Perry-levania street in the City of Lawrence, 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 parties of the first part do hereby covenant and agree that at the delivery hereof 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 title to the same against all persons lawfully claiming or to claim the same. And that they will keep the building thereon insured to the full value thereof in some reliable insurance company satisfactory to said parties of the first part. This grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of One certain note of six interest notes this day executed and delivered by the said parties of the first part to the said parties of the second part: payable three years from date with interest until maturity as evidenced by coupon interest notes attached to said principal note and after maturity if not paid by due date to be paid for amount of principal and interest payable at the bank of National Bank of Lawrence, Kansas. 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 parties 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 parties 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 parties making such sale on demand to the said Paris Barker and Eliza Barker, 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 and delivered in presence of

Paris Barker (SEAL.)

Eliza Barker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered,** That on this 7 day of August, A. D. 1899, before me, James B. Brooks, a Notary Public in and for said county and State, came Paris Barker and his wife Eliza Barker 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 Nov. 4<sup>th</sup> 1901 James Brooks

Recorded Aug. 8<sup>th</sup> A. D. 1899, at 3<sup>20</sup> o'clock P. M. Notary Public.

H. A. Doxman  
Register of Deeds.

