

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of July in the year of our Lord one thousand eight hundred and ninety nine between John Barber and Annabella P. Barber (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Salley Fitzpatrick of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 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 North half (1/2) of Lot No Eleven (11) Block No. Nine (9) Orad addition to the City of Lawrence, Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said John Barber and Annabella P. Barber do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Three Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said John Barber and Annabella P. Barber to the said party of the second part: her heirs or assigns

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 John Barber heirs and assigns.

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

Signed and delivered in presence of

John Barber (SEAL.)
Annabella P. Barber (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 16th day of July, A. D. 1899, before me, John M. Newlin, a Notary Public in and for said county and State, came John Barber and Annabella P. Barber 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 April 13 1903 John M. Newlin Notary Public.
Recorded August 26th A. D. 1899, at 9:40 o'clock a. M.

W. H. Newman
Register of Deeds.

This following is enclosed on the original Indenture.
8 3/8 7/6
Received of Mrs John Barber the sum of Three hundred and 46/100 Dollars in full Satisfaction of the within Mortgage
Salley Fitzpatrick.
Recorded Feb 7th 1900.
W. H. Newman
Register of Deeds.