

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety 1897 between Charles Barker and Ella his wife of Laurance in the County of Douglas and State of Kansas of the first part, and Garris C. Mc Knight of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred (400⁰⁰) DOLLARS, to them 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 lot No. 134 on Connecticut street in the city of Laurance Douglas Co. Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles Barker and Ella his wife do hereby covenant and agree that at the delivery hereof they and 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 Four hundred Dollars

according to the terms of and certain promissory note this day executed and delivered by the said Charles Barker and Ella his wife to the said party of the second part:

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 of making such sale on demand to the said Charles Barker and Ella his wife or their heirs and assigns.

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

Sealed
Signed and delivered in presence of

Charles S. Barker (SEAL.)

Geo. Ella Barker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 13 day of November, A. D. 1897, before me,

L. S. Steele, a Notary Public in and for said county and State, came Charles S. Barker and Geo. Ella Barker 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 June 20 1902

L. S. Steele

Notary Public,

Recorded November 16 A. D. 1897, at 10 o'clock A. M. Laurance Kansas

W. B. Norman
Register of Deeds.

This Indenture is evidenced on the original instrument.

The whole herein described having been paid in full, this Indenture is hereby released and the parties hereby created discharged. As witness my hand this 17th day of Nov, A. D. 1897.

Garris C. McKnight

Charles S. Barker
Geo. Ella Barker

Recorded July 8th 1898

L. S. Steele

Geo. C. Vogel