

JOURNAL, LAWRENCE, KAN.

This Indenture, Made this Seventeenth day of November in the year of our Lord one thousand eight hundred and ninety nine between John F. Barton and Jessie M. Barton his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. White of the second part,

Witnesseth, That the said part ies of the first part in consideration of the sum of Two Thousand 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 numbered one hundred and seventy seven on Tennessee street in the said City of Lawrence.

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with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said 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 Two Thousand 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: Payable five years after date to order of party of second part with interest at 6% per annum, annually in meantime and 11% after maturity or default the said 6% interest being represented by coupons attached to said note. 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party ies making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said part ies of the first part, have hereunto set their hands and seal the day and year first above written. privilege reserved to pay 100 or any multiple thereof for account principal money at time any payment falls due.

Signed and delivered in presence of

Hugh Blair

John F. Barton (SEAL.)

Jessie M. Barton (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 17th day of November, A. D. 1899, before me, Hugh Blair, a Notary Public in and for said county and State, came John F. Barton and Jessie M. Barton 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 28 Dec. 1901.

Recorded November 17th A. D. 1899, at 11³⁰ o'clock A. M.

Hugh Blair Notary Public.

H. S. Doorman Register of Deeds.

The following is endorsed on the original instrument.
The Note Secured by the Mortgage having been paid in full, this Mortgage is hereby Released.
Dated Nov 14th 1904. E. J. White.

Recorded Nov 26th 1904.
W. W. Crummett
Register of Deeds.