

JOURNAL OF LAWRENCE, KAN.

This indenture, Made this 18th day of March in the year of our Lord one thousand eight hundred and ninety four between Hattie M. Barrett and Walter R. Barrett, her husband, of Topeka in the County of Shawnee and State of Kansas of the first part, and M. A. Johnson of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Three 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 part of 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 eighty-two (82) eighty-four (84) and the north half of lot eighty-six (86) on Louisiana Street in the City of Lawrence, also lot forty-two (42) and forty-four (44) on Kentucky Street in the City of Lawrence

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with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said 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

This grant is intended as a Mortgage to secure the payment of the sum of Three thousand Dollars,

according to the terms of one certain promissory note this day executed and delivered by the said Hattie M. and Walter R. Barrett to the said part of of the second part: Payable five years from date at the Lawrence 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 part of 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 of of the second part 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 part of making such sale on demand to the said Hattie M. Barrett, her heirs and assigns.

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

signed and delivered in presence of

Hattie M. Barrett (SEAL.)

Walter R. Barrett (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Shawnee County } SS.

Be it Remembered, That on this 18th day of March, A. D. 1904, before me,

a Notary Public in and for said county and State, came Hattie M. Barrett and Walter R. Barrett her husband 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept. 17 1905 F. H. Curry Notary Public.

Recorded Mar. 21 A. D. 1904, at 10⁰⁰ o'clock A. M.

G. H. Foxman Register of Deeds.

The following is enclosed on the original instrument -
The note herein described having been paid in full, the mortgage is hereby released, and the lien hereby created, discharged. As witness my hand this 12 day of March A.D. 1904.

M. A. Johnson

W. H. Holman

Deputy

By Alice W. Johnson,

Deputy

Recorded Mar. 12th 1904 -
G. A. Johnson

Register of Deeds