

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 6<sup>th</sup> day of April in the year of our Lord one thousand eight hundred and ninety one between Rosell D. Barker and William B. Barker her husband of Leopold in the County of Douglas and State of Kansas of the first part, and E. L. Johnson of the second part,

Witnesseth, That the said parties 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 his 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: All that part of the Northwest 1/4 of Sec. 34 T. 11 N. R. 18 E. 1/4 P. 1 M. which lies south of the Right of Way of the Atchison, Topeka and Santa Fe R.R. and west of the center of the creek (54<sup>th</sup> Acre more or less) also that part of the Sec. 33 T. 11 N. R. 18 E. 1/4 P. 1 M. lying North of the Right of Way of the Atchison, Topeka and Santa Fe R.R. 3 acres more or less. Also part of the Sec. 34 T. 11 N. R. 18 E. 1/4 P. 1 M. Regular at the S. E. Cor. of said lot (1) there are 9<sup>th</sup> chains, thence north 25<sup>th</sup> chains to the Kansas River thence easterly along said river to the section line thence south 21<sup>th</sup> chains to the place beginning (22<sup>th</sup> Acre more or less) by the Right of Way of said Atchison, Topeka and Santa Fe R.R. across the corner of said tract 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 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 Two Thousand Dollars.

according to the terms of One certain promissory note this day executed and delivered by the said Rosell D. and William B. Barker to the said party of the second part: Payable in 2 years from date at the Lawrence Nat. Bank of Lawrence, Kas. with interest at the rate of six percent per annum payable semi-annually.

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 his 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 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 costs 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 Rosell D. Barker, her 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

Rev. Stamp 50¢

Rosell D. Barker (SEAL.)

Wm. B. Barker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 6<sup>th</sup> day of April, A. D. 1901, before me,

Alfred Whitman a Notary Public in and for said county and State, came Rosell D. Barker and William B. Barker 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 Jan'y 14 1903 Alfred Whitman Notary Public.

Recorded April 6<sup>th</sup> A. D. 1901, at 11<sup>35</sup> o'clock A. M.

W. D. Doxman Register of Deeds.

This mortgage is intended to secure the payment of the promissory note described herein and is hereby acknowledged and the same is hereby acknowledged having been paid in full, this mortgage is hereby released and the same is hereby released and discharged. At witness my hand this 6<sup>th</sup> day of April A. D. 1901.

Attest: E. L. Johnson Clerk of the State of Kansas.

Recorded August 2-1902  
Alfred J. Lawrence  
Register of Deeds  
R. M. M. Connell  
County