

This indenture, Made this 15th day of June in the year of our Lord one thousand eight hundred and eighty three between Benjamin S. Barteaux of the City of Lawrence in the County of Douglas and State of Kansas of the first part and Mrs. A. Barteaux of same place of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Hundred Dollars to him duly paid, the receipt of which is hereby acknowledged has sold and by these presents does 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 number ninety one (91) on Tennessee Street in the said City of Lawrence, County and State aforesaid with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Benjamin S. Barteaux does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good 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 Hundred Dollars in Twelve months after date hereof, with interest annually at the rate of six percent according to the terms of one certain promissory this day executed and delivered by the said Benjamin S. Barteaux to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof or interest thereon or the taxes are not kept up thereon, then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for 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 sale, to retain the amount then due for principal and interest together with the costs and charges of making such sale, and the overplus if any there be shall be paid by the party making such sale on demand to the said parties of the first part or their heirs and assigns. In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Benjamin S. Barteaux

The following is endorsed on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this 16th day of June 1884

Mrs A Barteaux

Recorded May 7/1909

Alfred L Lawrence
Register of Deeds