

the premises above granted or any part thereof, in the manner prescribed by law; and out of the moneys arising from such sales to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns. In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Oliver P. Barber.

Fannie B. Barber.

State of Kansas } ss.
County of Douglas } Be It Remembered, That on this 6th day of March A.D. 1905, before me the undersigned a Notary Public in and for the County and State aforesaid came Oliver P. Barber and Fannie B. Barber his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto subscribed my name, and affixed my official seal, on the day and year last above written. E. B. Ord, Clinician, Notary Public. My com. expires on the 29 day of Sept. 1907.

I hereby accept the within mortgage and the notes therein described subject to all the terms and conditions thereof.

Alexander Marks.

Recorded Mar. 5 A.D. 1905 at 11th A.M.

A. W. Armstrong, Rec. of Dist.

By E. E. Armstrong Dep.

This Indenture, Made this sixth day of March 1905 between Oliver P. Barber and Fannie B. Barber his wife of the County of Douglas and State of Kansas of the first part and A. Marks of the second part. Witnesseth, That said parties of the first part, in consideration of the sum of Twelve Hundred 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

for Release see margin next page