

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 11th day of November in the year of our Lord nineteen
hundred and ten, between John Barben and Marie Barben, his wife
of the Township of Clinton in the County of
Douglas and State of Kansas of the first part, and
High Blair of the second part:

Witnesseth, That the said part two 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 part of 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:

The east half (1/2) of the South-east quarter (1/4) of Section Eight (8) and the North-east quarter (1/4)
of the North-east quarter (1/4) of Section Seventeen (17) in Township Thirteen (13)
of Range Eleven (11) East of the 6th P. M. containing 120 acres more or less

with all the appurtenances, and all the estate, title and interest of the said part two 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
Twelve Hundred Dollars
according to the terms of Order certain Notes this day executed
and delivered by the said Parties of the first part to the said part of of the second part
as follows \$500, \$400 and \$300 all payable twelve months after date with
interest at 8% from date until due 10% after maturity until paid

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, 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; 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 charge of making such sales, and the
overplus, 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 part two of the first part have hereunto set their hands and seals the day and year first above
written.

Signed, Sealed and Delivered in presence of

Jennie Watt

John Barben [SEAL]

Marie Barben [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County ss.

BE IT REMEMBERED, That, on this 11th day of Nov A. D. 1910, before me,

Jennie Watt a Notary Public in and for said County and State, came

John Barben and Marie Barben, 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 subscribed my name and affixed my official seal on the day and

year last above written.

My Commission Expires 30 Mar 1912 Jennie Watt Notary Public.

Filed for Record the 25 day of Feb A. D. 1911, at 10²⁰ o'clock 9 M.

Floyd L Lawrence Register of Deeds.

Deputy.

The following is returned on the original instrument

The following is returned on the original instrument
The note herein described having been duly released and the
same being duly discharged, as witness my hand this 11th day of March A. D. 1911.
High Blair
Floyd L Lawrence
Register of Deeds

Recorded March 11

Recorded March 11 1911