

## MORTGAGE RECORD

This Indenture Made this

3<sup>rd</sup>

day of March

year of our Lord one thousand nine hundred seventeen  
J. W. Barry and Eva Barry husband and wife  
 of Lawrence, in the County of Douglas and State of Kansas, of the first part, and

John H. Windsor  
 of the second part:

WITNESSETH. That the said part ies of the first part, in consideration of the sum of

Two Thousand (\$2,000.00)

to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage

to the said part ies of the second part, my 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 of the South-west Quarter of the South-east Quarter of the South-east Quarter of Section One Township thirteen Range nineteen East of the 6<sup>th</sup> P.M. being 50 acres more or less according to Government Survey.

Privilege is granted to pay all or any yearly interest paying date after one year

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

J. W. Barry and Eva Barry

do hereby covenant and agree that at the delivery hereof they be 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand (\$2,000.00)

according to the terms of one certain promissory note made this day executed by said J. W. Barry and Eva Barry

to the said part ies of the second part; said note being given for the sum of Two Thousand (\$2,000.00)

dated March third, due and payable in three year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 16 coupons of \$60.00

dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part ies of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Two Thousand (\$2,000.00)

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part ies of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent, per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies of the second part, his executors, administrators or 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 ies of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part ies making such sale, on demand, to the said parties of the first part their heirs and assigns

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hand and seal

Signed, sealed and delivered in presence of

J. W. Barry

Eva Barry

STATE OF KANSAS

Douglas County

88.

BE IT REMEMBERED, That on this 8<sup>th</sup> day of March A. D. 19 17

before me, the Undersigned, a Notary Public in and for said County and State, came J. W. Barry and Eva Barry, his

wife who are personally known to me to be the same person ies who executed the foregoing instrument of writing, 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.

Reas M. Hilke

My commission expires May 15 19 19

Notary Public.

This instrument was filed for record on the 10<sup>th</sup> day of March A. D. 19 17, at 10<sup>55</sup> o'clock A. M.

Leslie Northrup

Register of Deeds.

By \_\_\_\_\_ Deputy.

Recorded Jan 24 1918  
 Estate of J. W. Barry  
 attested  
 John W. Windsor  
 Notary Public  
 The above instrument is hereby acknowledged and the mortgage is hereby released and the same is hereby discharged. As witness my hand this 24 day of Jan'y, A. D. 1918.