

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 One Thousand Dollars according to the terms of a certain note this day executed and delivered by the said Jacob J. Barick and — 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 then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for the said party of the second part her executor administrators and assigns at any time hereafter 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 executor 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 said sale and the surplus if any thereof shall be paid by the party making such sale on demand to the said parties of the first part or their heirs or assigns.

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Jacob J. Barick   
Minnie E. Barick 

State of Kansas Douglas County, ss.

Be it Remembered That on this 24<sup>th</sup> day of March A.D. 1884 before me E. E. Gaddis a Notary Public in and for said County and State came Jacob J. Barick and Minnie E. Barick 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. E.)

My commission expires Jan. 17<sup>th</sup> 1885.

E. E. Gaddis  
Notary Public.

Recorded May 10<sup>th</sup> 1884 - 11 O'clock A.M.

At Hornsby Register of Deeds.

The following is contained on the original instrument: Satisfaction of County of Douglas, Kansas. That Charles Bodwell the within named does hereby acknowledge full payment of the note by the first part secured and satisfying the Register of Deeds of Douglas County, Kansas to the said party of the second part. In witness whereof I have hereunto set my hand on this 30<sup>th</sup> day of December 1884. Recorded December 30<sup>th</sup> 1884 at 10:00 o'clock P.M. E. E. Gaddis