

## MORTGAGE RECORD

P. T. YORK, Notary Public, Kansas, La. 1890

This Indenture, Made this 20 day of September in the year of our Lord one thousand eight hundred and eighty eight between M. A. Brownell & J. B. Brownell his husband in the County of Douglas and State of Kansas of the first part, and A. Whitman of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Two hundred and fifty 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 y 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 North half of the East One third of Block Forty eight (48) less the South One hundred (100) feet of said North half, in West Lawrence in the City of Lawrence

This Mortgage being given to secure the part of a portion of the purchase money for said premises

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said M. A. Brownell do and hereby covenant and agree that at the delivery hereof he is 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty according to the terms of one certain promissory note this day executed and delivered by the said M. A. Brownell & J. B. Brownell to the said part y of the second part: payable two years from date at The National Bank of Lawrence, Kansas with interest at the rate of 6 per annum

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 y 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, appraisement hereby waived or not at the option of the part y of the second part his executors, administrators or assigns; and out of all 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 sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said part y of the first part his heirs and assigns.

In Witness Whereof, The said part y of the first part, has hereunto set his hand and seal the day and year last above written.

Signed and delivered in presence of

§ §

M. A. Brownell (SEAL.)

J. B. Brownell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

} ss.

County of Douglas

Be it Remembered, That on this 5 day of November, A. D. 1888, before me, Alfred Whitman, a Notary Public in and for said County and State, came M. A. Brownell and J. B. Brownell his husband 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires January 19 1891.Alfred Whitman

Notary Public.

Recorded Nov 5 A. D. 1888, at 12-o'clock—M.James Brooks

Register of Deeds.

This mortgage is intended to secure the promissory note secured by this mortgage having been paid in full the note is hereby released and discharged August 22/89  
Attest M. A. Brownell

This following is ordered on the original instrument  
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 22nd day of December A. D. 1890  
Attest M. A. Brownell  
Recorded December 22nd 1890 James Brooks