

Witnesseth, That the said part 4 of the first part in consideration of the sum of Three hundred \$300 DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, has been sold and by these presents doe grant, bargain, sell and mortgage to the said part 2 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 Lot Number Twenty-nine (29) MacArthur Street and Lots Number Twenty-one (21) and Twenty-three (23) West Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mrs. Catherine do hereby covenant and agree that at the delivery hereof she 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 Five hundred Dollars according to the terms of One certain promissory Note this day executed and delivered by the said Mrs. G. C. G. G. G. to the said part g of the second part: payable one year by date at coming new year with interest at the rate of eight percent per annum payable annually.

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 her 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 her 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 Heirs and assigns heirs and assigns.

In Witness Whereof, The said part 4 of the first part, ha<sup>e</sup> hereunto set his hand and seal the day and year first above written.

*Signed and delivered in presence of*

STATE OF KANSAS.

County of Douglas }

Be it Remembered, That on this First day of December, A. D. 1888, before me,  
Alfred Newman, a Notary Public in and for said County and  
State, came  
McClellan & Co. Incorpaired 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

Recorded Dec 1 A. D. 1888, at 11<sup>30</sup> o'clock A. M.

Autore: **Autore**

### Register of Deeds

The following is induction on Original Indentment:  
The amount secured by the within mortgage is paid in full & I herewith acknowledge  
the complete release of Douglas County & its citizens from all obligations under this 1918-19  
Borrowed April 22, 1917, by me James C. Brown for  
\$30,000.00