

This Indenture, Made this 5th day of September in the year of our Lord one thousand eight hundred and eighty nine between J. P. Brown and Emma W. Brown his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and W. C. Reardsley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 parties 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: Lot No. Forty-two 1/2 on Kentucky Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties 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 Four hundred Dollars in five (5) years on this date according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part: with interest from maturity or default at the rate of ten percent per annum, the interest from date to maturity being evidenced by coupons attached to said note

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 parties 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 party 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 surplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of
J. P. Brown (SEAL.)
Emma W. Brown (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS }
 County of Douglas } ss.

Be it Remembered, That on this 5th day of September, A. D. 1889, before me, Wm. S. Sinclair, Notary Public in and for said County and State, came J. P. Brown and Emma W. Brown 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 13 1892. Wm. S. Sinclair Notary Public.

Recorded Sept 6 A. D. 1889, at 12 o'clock P. M.

James Brooks
 Reg. Lathe of Deeds.

The following is a copy of the original instrument
 The copy herein described having been paid in full the mortgage
 is hereby released, and the same hereby cancelled & discharged at
 the City of Lawrence, Mo. this 19th day of Sept. 1894.
 W. C. Reardsley
 C. L. Brough
 Recorder of Deeds
 24th Feb. 1894
 Wm. S. Sinclair
 Notary Public