

This Indenture, Made this 14th day of October in the year of our Lord one thousand eight hundred and eighty nine between James M. Goodwin and Joanna Goodwin his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Leah A. Brown of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 party of the second part her 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. Four (4) and the East Twelve and a half (12 1/2) feet of Lot No. Five (5) in Northeast Central sub-division of North Lawrence 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 hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized in 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 Three hundred and fifty \$. Dollars according to the terms of one certain promissory note this day executed and delivered by the said James M. and Joanna Goodwin to the said party of the second part: payable two years from date at the Lawrence National Bank of Lawrence Kas with interest at the rate of 5% per annum payable semi-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 party 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 party 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 party making such sale on demand to the said James M. Goodwin his heirs and assigns.

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

Signed and delivered in presence of

James M. Goodwin (SEAL.)
Joanna Goodwin (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 14th day of October, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came James M. Goodwin and Joanna Goodwin 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 January 19-1891. Alfred Whitman Notary Public.
Recorded Oct 14 A. D. 1889, at 4 o'clock P. M.

James Brooks
Reg. Lat. of Deeds.

The following is appended to the original instrument
The mortgage described having been paid by the mortgagee
to the lender and the law hereby created discharged
after a certificate was made this 2 days January A.D. 1891
at Lawrence Kansas
Alfred Whitman