

## MORTGAGE RECORD

This Indenture, Made this Eleventh day of August in the year of our Lord one thousand eight hundred and eighty ninety between Riley Brown and Nancy Brown of the County of Douglas and State of Kansas of the first part, and Jessie K. Lulliff 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 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: All of the North Twenty Five Acres (25) of the North East Quarter (1/4) of the North East Quarter (1/4) Section (14) Twelfth Township Twelve (12) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Riley Brown and Nancy Brown 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 except as to one mortgage of Six Hundred Dollars and One of One Hundred and Fifty Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred and Fifty according to the terms of One certain promissory note this day executed and delivered by the said Riley Brown and Nancy Brown to the said party of the second part: payable three years from the date hereof with interest at 10% per annum payable twice 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 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 overplus, if any there be, shall be paid by the party making such sale on demand to the said Riley Brown and Nancy Brown 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

Witness hereto  
W. L. Hanger  
W. B. Brownell

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 16<sup>th</sup> day of August, A. D. 1898, before me, A. E. Benson, a Notary Public in and for said County and State, came Riley Brown and Nancy Brown husband and wife 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 Jan-20<sup>th</sup> 1891.

Recorded Aug-18 A. D. 1898, at 3 o'clock P-M.

A. E. Benson

Notary Public.

James Brooks

Register of Deeds.

This instrument was recorded on the 18th day of August, 1898, at 3 o'clock P.M. in the office of the Register of Deeds of Douglas County, Kansas, and the same was duly acknowledged by the parties thereto in my presence. Jessie K. Lulliff

This foregoing is a true and correct copy of the original instrument of the within mortgage and I hereby release the same this