

This Indenture, Made this First day of September in the year of our Lord one thousand eight hundred and eighty nine between Lucretia A. Braik and Adam Braik her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Eleanor C. Marley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve hundred & 00/100 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 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: Lots Number Sixty seven (67), Sixty eight (68), Sixty nine (69), Seventy (70), Seventy one (71) and Seventy two (72) in Block fifteen (15) West 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 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 Twelve hundred & 00/100 Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Lucretia A. Braik and Adam Braik to the said party of the second part: payable three years from date at The Lawrence National Bank of Lawrence Kansas with interest at the rate of seven (7) per cent 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 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 Lucretia A. Braik her heirs and assigns.

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

Signed and delivered in presence of

Lucretia A. Braik (SEAL.)

Adam Braik (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this first day of September, A. D. 1892, before me, Alfred Whitman, a Notary Public in and for said County and State, came Lucretia A. Braik and Adam Braik her husband

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 19-1897

Alfred Whitman

Notary Public.

Recorded Sept 1 A. D. 1892, at 11 o'clock A. M.

James Brooks

Reg. of Deeds.

The following is endorsed on the original instrument
The parties herein described having been paid in full the mortgage
is hereby released and the lien hereby created discharged
At witness my hand this 4th day of March A. D. 1894
Recorded at the City of Lawrence, Kansas
James Brooks