

## MORTGAGE RECORD

P. T. Foley, Black Book Manufacturer, Lawrence, Kansas.

This Indenture, Made this fifth day of September in the year of our Lord one thousand eight hundred and eighty ninety between W. O. Brown and Sarah M. Brown his wife of Seecompton in the County of Douglas and State of Kansas of the first part, and Jacob Baughman of the same place of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of one 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 part y 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 undivided one-half of Lots numbered fifty-one (51) and fifty-two (52) in Block numbered twenty-one (21) in the City of Seecompton according to the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said W. O. Brown and Sarah M. 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 save a mortgage now on the said property for two hundred dollars made by Jacob Baughman and Jacob Hobbler one-half (1/2) of which mortgage the said parties of the first part hereby assumes.

This grant is intended as a Mortgage to secure the payment of the sum of one hundred and fifty dollars according to the terms of one certain promissory note \_\_\_\_\_ this day executed and delivered by the said W. O. Brown to the said part y of the second part:

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 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 part y 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 part \_\_\_\_\_ making such sale on demand to the said W. O. Brown and Sarah M. Brown heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signel and delivered in presence of

W. O. Brown (SEAL.)

Sarah M. Brown (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 5<sup>th</sup> day of September, A. D. 1890, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came W. O. Brown and Sarah M. Brown his 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. Interlined before signing

My commission expires Jan 7 1892. J. H. Bonebrake Notary Public.

Recorded Sept 9 A. D. 1890, at 9<sup>55</sup> o'clock A. M.

James Brooke Org later of Deeds

The said part 1st of the first part, having been paid in full, this mortgage is hereby released, and the same hereby created and delivered. As Witness my hand this first day of September, 1890. Jacob Baughman James Brooke Notary Public Recorded Dec 1, 1892 at 9<sup>55</sup> o'clock P. M. James Brooke Register of Deeds

