

This Indenture, Made this 10 day of September in the year of our Lord one thousand eight hundred and eighty ninety between Lewis Brooks and Martha E. Brooks wife of Media in the County of Douglas and State of Kansas of the first part, and Frank Trunch of the second part,

Witnesseth, That the said parties 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 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 No. Fifty Nine 159 and Sixty 160 in the Town of Media

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lewis Brooks and Martha E. Brooks 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 One hundred and fifty (\$150) Dollars according to the terms of one certain Note this day executed and delivered by the said Lewis Brooks and Martha E. Brooks to the said party of the second part: Payable in three years interest semi annually according to 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 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 Lewis Brooks 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

W. A. Kitch

W. A. Foster

Lewis Brooks (SEAL.)

Martha E. Brooks (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 20 day of September, A. D. 1890, before me, W. A. Foster a Notary Public in and for said County and State, came Lewis Brooks and Martha E. Brooks 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 March 15 1891.

W. A. Foster

Notary Public.

Recorded Sept 22 A. D. 1890, at 7 o'clock A-M.

James Brooks
Register of Deeds.

This mortgage is in accordance with original instrument
 and the lien thereby created having been paid in full, this mortgage is hereby released.
 The Notary herein created and acknowledged this 13 day of November 1891
 at Media, Kansas, my hand, this 13 day of November 1891.
 Frank Trunch
 Registered Notary Public - 1891. at 10:30 o'clock P.M.
 J. W. Carman, Secretary

The same is returned to the original instrument
 The note secured by the within mortgage having been paid in full the Register of Deeds of Douglas & Kansas is authorized to release the same on his records
 James K. Kane, Notary Public, Douglas & Kansas
 Maggie Price