

This Indenture, Made this Third day of November in the year of our Lord one thousand eight hundred and ninety between Geo. G. Brooks and Harriet A. Brooks, husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Richard S. Mason of Philadelphia Pa. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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: Sots number One hundred and three (103) and One hundred and five (105) on Pennsylvania Street, in the City of Lawrence, according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Geo. G. Brooks & Harriet A. Brooks husband & wife do hereby covenant and agree at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred and fifty Dollars (\$650.00)

according to the terms of five (5) certain promissory notes this day executed and delivered by the said Geo. G. Brooks and Harriet A. Brooks to the said party of the second part: one for \$120.00 payable 1 year from date; one for \$120.00 payable 2 years from date; one for \$130.00 payable 3 years from date; one for \$130.00 payable 4 years from date; one for \$130.00 payable 5 years from date at the Lawrence National Bank, with 6% interest payable semi-annually and exchange on Philadelphia, Pennsylvania

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 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 Geo. G. Brooks and Harriet A. Brooks, their 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

A. G. Hager

Geo. G. Brooks

(SEAL.)

Harriet A. Brooks

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this Third day of November, A. D. 1890, before me A. G. Hager, a Notary Public in and for said County and State, came Geo. G. Brooks & Harriet A. Brooks husband and 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 May 22nd 1892

A. G. Hager

Notary Public.

Recorded Nov. 11 A. D. 1890, at 3:25 o'clock P. M.

James Brooks

Register of Deeds

The following is indorsed on the original instrument
Philadelphia Oct 15/90 Rec from Geo. G. Brooks satisfaction
in full for the within bill

Richard S. Mason

Recorded October 2nd 1890

James Brooks
Register of Deeds