

JOURNAL - CO. - LAWRENCE, KAN.

This Indenture, Made this Eighth day of January in the year of our Lord one thousand eight hundred and ninety one between Cora Brooks and Warren Brooks his and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. E. Newlin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred 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: Lot No Eighty Nine (89) New Jersey Street in Lawrence Douglas Co Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Cora Brooks and Warren Brooks do hereby covenant and agree <sup>that</sup> at the delivery hereof they 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

One Hundred Dollars according to the terms of One certain Note and Six Coupons this day executed and delivered by the said Cora Brooks and Warren Brooks to the said party of the second part: or his heirs

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 and 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 Cora Brooks 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

John M. Newlin

Cora Brooks (SEAL)  
Warren Brooks (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 8 day of January, A. D. 1891, before me, a Notary Public in and for said County and State, came Cora Brooks and Warren Brooks 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 April 25 1891 John M. Newlin Notary Public

Recorded Jan 5 A. D. 1891, at 1 o'clock P-M.

James Brooks Register of Deeds

The following is endorsed on the original instrument  
the notes herein described having been paid in full, this mortgage  
is hereby released and the lien thereby created discharged  
As witness my hand this 9 day of February, A.D. 1892  
J. E. Newlin

Recorded February 9th 1892

James Brooks Register of Deeds

