

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of October in the year of our Lord one thousand eight hundred and Ninety between Wm. J. Brown & Lucretia M. Brown husband & wife of Douglas in the County of Douglas and State of Kansas of the first part, and Julia McLain of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Sixteen hundred Eighty 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 her 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 North one half of the South West Quarter of Section Sixteen (16) Twp. Fifteen (15) of Range Twenty One (21) containing Eighty Acres More or Less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Wm. J. Brown & Lucretia M. Brown do — hereby covenant and agree, at the delivery hereof that 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 Sixteen hundred Eighty Dollars as follows: fifteen hundred to be paid in four years from the date hereof, One hundred & Eighty Dollars in two notes One hundred Dollars in one year, Eighty Dollars in two years from the date hereof. This grant is intended as a Mortgage to secure the payment of the sum to be paid annually at the rate of Eight per cent per annum from date according to the terms of Three certain promissory notes this day executed and delivered by the said Wm. J. Brown & Lucretia M. Brown to the said party 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 party of the second part her 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 her 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 parties of the first part or 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

Wm. J. Brown (SEAL.)
Lucretia M. Brown (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Franklin

Be it Remembered, That on this 27th day of January, A. D. 1891, before me J. J. Gregory, a Notary Public in and for said County and State, came Wm. J. Brown & Lucretia M. Brown husband & 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 Dec 11 1892 J. J. Gregory Notary Public.
Recorded Jan 31 A. D. 1891, at 11 o'clock 2 M.

James Brooke Register of Deeds

See book 99 Page 60 for release of this mortgage

