

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of February in the year of our Lord one thousand eight hundred and ninety one between Elizabeth Brown and Willard Brown her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Ransel A. Wheeler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of nine hundred and one 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 numbered one hundred and seventy eight (178) and One hundred and eighty (180) on Tennessee Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Elizabeth Brown and Willard Brown 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 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 nine hundred and one and 3/4 dollars according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: payable in five years with interest at 6% per annum

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 parties of the first part their heirs and assigns Mortgagor reserve the privilege of paying off said note having this Mortgage discharged at any time without notice

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

Signed and delivered in presence of

Hugh BlairElizabeth Brown (SEAL.)Willard Brown (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 2^d day of February, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came Elizabeth Brown & Willard Brown her husband 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 28 Decr 1893 Hugh Blair Notary Public.

Recorded April 2nd A. D. 1891, at 4¹⁰ o'clock P. M.

James Brooks Register of Deeds

The following was endorsed on the original instrument
Lawrence, June 13th 1898. Received of Willard Brown
the within named Mortgages, the sum of Nine Hundred
One and 3/4 Dollars, in full satisfaction of the within
Mortgage. Witness my hand
Bert Benson
Recorder of Deeds
Recorded June 13/1898.
H. G. Eschman
For Assignments see Book 31 Page 499
Register of Deeds

\$901.00