

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 1st day of July in the year of our Lord one thousand eight hundred and Ninety One between

A. N. Brockway
of Franklin in the County of Franklin and State of Kansas
of the first part, and J. D. Hughes Executor of Estate of Allen Hughes (Deed)
of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Thousand (\$2000) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: The South West Quarter of Section Seventeen (17) of Township No Fifteen (15) in Range No Twenty One (21) East

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said A. N. Brockway does hereby covenant and agree, ^{that} at the delivery hereof he is the lawful owner 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 Two Thousand Dollars (\$2000) Principal in the interest to accrue upon the same according to the terms of One Note of \$1000 certain - Coupon Notes of \$16 each - this day executed and delivered by the said A. N. Brockway 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 his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, on 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 party of the first part his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year last above written.

Signed and delivered in presence of

A. N. Brockway (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Franklin } ss.

Be it Remembered, That on this 1st day of July, A. D. 1891, before me J. J. Gregory a Notary Public in and for said County and State, came A. N. Brockway

to me personally

known to be the same person 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 - 4th 1892J. J. Gregory

Notary Public.

Recorded Aug - 24 A. D. 1891, at 5 o'clock P. M.James Brooke

Register of Deeds

The following is endorsed on the original instrument
Helenville, Kansas, Jan. 25, 96
Received of A. N. Brockway Two thousand Dollars in full
satisfaction of the within mortgage
J. D. Hughes
Exec of Allen Hughes

Recorded Jan. 27, 1896
James Brooke