

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23 day of November in the year of our Lord one thousand eight hundred and ninety one between B. & Yaret of Willow Springs in the County of Douglas and State of Kansas of the first part, and Leahia O. Brown of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One hundred 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 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: Begin at the Southeast Corner of the Northwest quarter of Section fifteen (15) Township fourteen (14) South of Range Nineteen (19) East of 6th M. flance North fifty three and one third (53 1/3) Rods West forty (40) Rods South fifty three and one third (53 1/3) Rods East forty (40) Rods to beginning (13 3/8 acres more or less)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree, at the delivery hereof, that 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 except a Mortgage to secure the payment of Two hundred Dollars to Leahia O. Brown dated June 19, 1891

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 promissory note this day executed and delivered by the said B. & Yaret to the said party of the second part; payable one year from date at the Lawrence Nat Bank of Lawrence Kas with interest at the rate of seven percent 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 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 B. & Yaret her heirs and assigns.

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

Signed and delivered in presence of

B. & Yaret

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 23 day of November, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came B. & Yaret

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 July 17 - 1895 Alfred Whitman Notary Public.

Recorded Nov 23 A. D. 1891, at 2 o'clock P M.

James Brooks

Register of Deeds

The following is endorsed on the original instrument:
The note herein secured having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
Attest Leahia O. Brown July 23 day July, A. D. 1891
Recorded July 23rd 1891
James Brooks
Register of Deeds