

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 29th day of June in the year of our Lord one thousand eight hundred and Ninety two between Addie E. Browne formerly Addie E. Ryan and Francis Browne her husband of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and J. E. Simpson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred & fifty 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: The South West quarter (1/4) of the South West quarter (1/4) of Section number One (1) in Township number Thirteen (13) of Range number Nineteen (19) in said County and State reserving thereout and therefrom The Railroad right of way now crossing said premises.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Three hundred and fifty 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 two years after date with interest thereon according to the terms of said note and coupon thereunto attached.

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 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

Hugh BlairAddie E. Browne

(SEAL.)

Francis Browne

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 29th day of June, A. D. 1892, before me Hugh Blair, a Notary Public in and for said County and State, came Addie E. Browne and Francis Browne 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 28th Decr 1893Hugh Blair

Notary Public.

Recorded July 1 A. D. 1892, at 4 o'clock P M.James Brooks

Register of Deeds

The following is indorsed on the original instrument
The note secured by this Mtg having been paid & satisfied in
full therefore this Mtg is discharged this 15th September 1893
J. E. Simpson

Recorded September 15th 1893
James Brooks
Register of Deeds