

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 26th day of April in the year of our Lord one thousand eight hundred and ninety two between C. M. Brooke and Lena Ellen Brooke his wife of Secompton in the County of Douglas and State of Kansas of the first part, and D. Archer of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of six hundred and 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: lots numbered forty six (46) forty seven (47) forty eight (48) forty nine (49) fifty (50) fifty one (51) fifty two (52) fifty three (53) fifty four (54) fifty five (55) and fifty six (56) in Block numbered thirteen (13) and lots numbered one (1) two (2) three (3) four (4) five (5) six (6) seven (7) eight (8) nine (9) ten (10) eleven (11) forty six (46) forty seven (47) forty eight (48) forty nine (49) fifty (50) and one half of lot (51) fifty one in Block numbered fourteen (14) in the City of Secompton according to the recorded plat thereof with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. M. Brooke and Lena Ellen Brooke 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 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 six hundred and fifty dollars and the interest thereon according to the terms of three certain promissory notes this day executed and delivered by the said C. M. Brooke and Lena Ellen Brooke to the said party of the second part: this 26th day of April 1892 on calling for 2000 dollars due on or before April 26 1893 on calling for 2500 dollars due on or before April 26 1894 on calling for 2000 dollars due on or before April 26 1895 all at 8 percent interest payable annually 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 C. M. Brooke and Lena Ellen Brooke heirs and assigns.

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

Signed and delivered in presence of

C. M. Brooke (SEAL.)
Lena Ellen Brooke (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21st day of May, A. D. 1892, before me J. N. Bonebrake, a Notary Public in and for said County and State, came C. M. Brooke and Lena Ellen Brooke his wife 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 on 4th 1896 J. N. Bonebrake Notary Public.
Recorded July A. D. 1892, at 2 o'clock P. M.

James Brooks Register of Deeds

The foregoing is sworn to on original instrument
 the Notes herein described having been paid in full, this mortgage is hereby
 released, and the lien thereby created discharged.
 As witness my hand, this 3rd day of May, 1894.
 D. Archer
 J. M. Brooks Register of Deeds
 Recorded Oct 10, 1894 at 11 o'clock P. M.
 J. H. Bace

