

This Indenture, Made this Fifth day of December in the year of our Lord one thousand eight hundred and ninety three between James H. Brown and Maria Brown his wife of N. Lawrence in the County of Douglas and State of Kansas, of the first part, and Sylvanus Rathgier of Wheaton Ills. of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have 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: Begin twenty (20) rods West from the N. E. corner of S. N. 4 of the N. W. 4 of Section Twenty nine (29) Township Twelve (12) South of Range No Twenty (20) East of the 6th P.M. Thence North to right of way of R. R. thence West along said right of way six rods (6) thence South to south line of said Quarter Section, thence East six rods (6) to place of beginning in Addition No Seven (7) in that part of Lawrence formerly known as North Lawrence Douglas Co. Kansas with 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 does hereby covenant and agree that at the delivery hereof 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 excepting a mortgage for two hundred Dollars and that they will Warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred (\$100⁰⁰) Dollars, due and payable in from date thereof, with interest thereon at ten per cent per annum, according to the terms of One certain promissory note this day executed and delivered by said James H. Brown + Maria his wife to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument is specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the party of the second part or his assigns, in the sum of Dollars, in an insurance company agreeable to party of second part, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and effect such insurance at the expense of said party of first part, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage on said above described premises, and shall bear interest at the rate of twelve per cent per annum. But if default be made in the payment of said note,

See Book 29 Page 384 for Release