

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this twentieth day of September in the year of our Lord one thousand eight hundred and ninety two between Mary E. Braasmitth and of Lawrence in the County of Douglas and State of Kansas of the first part, and Sara D. Robinson of said County of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three Hundred (\$300.00) 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 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: Lot Number Sixty Seven (67) in Block number forty one (41) in West Lawrence in the City of Lawrence, and being on the North side of Binkney street in said city

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Mary E. Braasmitth do 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

This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred Dollars on the 20th day of September 1895 according to the terms of one certain Coupon note this day executed and delivered by the said parties of the first part 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 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 the 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 Mary E. Braasmitth her heirs or 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 Char Chadwick Mary E. Braasmitth (SEAL.) Josiah Braasmitth (SEAL.) (SEAL.) (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20th day of September, A. D. 1892, before me Charles Chadwick, a Notary Public in and for said County and State, came Mary E. Braasmitth and Josiah Braasmitth her husband and wife who are 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 Sept 11 1895
Recorded Sept 20 A. D. 1892, at 11 o'clock P.M.

Chas Chadwick Notary Public.
James Brooks Register of Deeds.

The following was entered on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 27th day of May 1893
Sara D. Robinson
By Chas Chadwick
her agent
Recorded May 23, 1893 at 10:30 A.M.
G. A. Nichols
Deft. Register of Deeds

