

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of December in the year of our Lord one thousand eight hundred and ninety two between James H. Brown and Maria Brown his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and M. A. Beers of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred 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: The East One half acre of the South West quarter of the South East quarter of Addition number seven (7) North Lawrence now in the City of Lawrence County and State aforesaid being the homestead of the parties of the first part.

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 that 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 Dollars according to the terms of one certain promissory note this day executed and delivered by the said James H. Brown and Maria Brown 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 parties of the first part or their 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  
James H. Brown (SEAL.)  
Maria Brown (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 5th day of December, A. D. 1892, before me D. J. Hoadley, a Notary Public in and for said County and State, came James H. Brown and Maria Brown his wife 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 March 15th 1896. D. J. Hoadley Notary Public.  
Recorded Dec 19 A. D. 1892, at 3 o'clock P M.

Register of Deeds.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged.  
A. D. 1892  
Attest my hand this 7th day of Sept. M. A. Beers  
James H. Brown  
Recorded September 7th 1895  
Register of Deeds

