

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 4 day of September in the year of our Lord one thousand eight hundred and ninty three between Anselm Brohaner (a widower) of the County of Douglas and State of Kansas of the first part, and George Myers of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 North half of the North East quarter of Section Nine (9) Township Fourteen (14) South of Range Twenty (19) East of the Sixth P. M. Except One and one half (1 1/2) acres off the North East corner thereof containing Seventy Eight and one half (78 1/2) acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Party of the first part do hereby covenant and agree that at the delivery hereof he is 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 Two Hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Anselm Brohaner to the said party of the second part: for two hundred dollars, due one year after date with eight percent interest per annum payable at the Merchants National Bank Lawrence Kansas

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 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 Anselm Brohaner his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Anselm Brohaner (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 4 day of September A. D. 1893, before me James Brooke, a Notary Public in and for said County and State, came Anselm Brohaner

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 September 6 1893Recorded September 4th A. D. 1893, at 11:30 clock A.M.

James Brooke  
Notary Public,  
James Brooke  
Register of Deeds.

The foregoing is a true and correct copy of the original instrument  
In consideration of full pay-  
ment of the within mortgage  
I hereby release the same this  
24 day of Aug. 1893

Recorded Aug 24. 1893  
by Elad Oakley Agent  
James Brooke Register of Deeds  
H. W. Lawrence Deputy

