

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 11th day of October in the year of our Lord one thousand eight hundred and ninety three between N. O. Brown and I. M. Brown his wife of Leecompton in the County of Douglas and State of Kansas of the first part, and Jacob Baughman of the second part,

Witnesseth, That the said part 114 of the first part in consideration of the sum of One 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: Lot numbered fifty one (51) in Block numbered twenty one (21) in the City of Leecompton according to the published plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said N. O. Brown and I. M. Brown 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 One hundred and fifty dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said N. O. Brown on the 1st day of September 1893 to the said part of the second part his calling for one hundred and fifty dollars with 8 per cent interest from date and due in two years from date

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 N. O. Brown and I. M. Brown heirs and assigns.

In Witness Whereof, The said part 114 of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

N. O. Brown (SEAL.)
I. M. Brown (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 11th day of October, A. D. 1893, before me J. H. Bonebrake a Notary Public in and for said County and State, came N. O. Brown and I. M. 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 Jan 14 1896.
Recorded Oct 17 A. D. 1893, at 11¹⁰ o'clock A. M.

J. H. Bonebrake Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 16 day of February 1894
Jacob Baughman
Recorded February 16th 1894
James Brooks
Register of Deeds