

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fourth day of March in the year of our Lord one thousand eight hundred and ninety four between Edwin Brown and Adelaide Brown his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Adda M. Bowman of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One thousand five 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: All of Lot No One hundred and three (103) and the North half of Lot No One hundred and five (105) both on New Hampshire Street in the City of Lawrence in said County and State.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edwin Brown 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 One thousand five hundred dollars in three years from date with interest at Eight per centum payable semi annually according to the terms of one certain promissory note & coupons this day executed and delivered by the said Edwin Brown to the said party of the second part: Insurance of One thousand five hundred dollars to be maintained for benefit of second party or assigns.

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 part of the second part 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 Edwin Brown his heirs and 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

Edwin Brown (SEAL.)Adelaide Brown (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 24th day of March, A. D. 1894, before me Joseph E. Riggo, a Notary Public in and for said County and State, came Edwin Brown and Adelaide 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 2^d 1896Recorded March 26 A. D. 1894, at 11³⁰ o'clock P.M.Joseph E. Riggo

Notary Public.

James Brooks

Register of Deeds.

In consideration of full payment of the within mortgage property release the same this 24th day of March 1894.

Adda M. Bowman

Wm. B. Bowman
Register of Deeds.

