

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of August in the year of our Lord one thousand eight hundred and ninety four between Edwin Brown and Adelaide Brown (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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 One hundred and six (106) Vermont Street City of Lawrence Douglas County Kansas

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 and Adelaide 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 Four hundred Dollars according to the terms of One certain Note & Six Coupons this day executed and delivered by the said Edwin Brown and Adelaide Brown to the said party of the second part: his heirs 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 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 Edwin Brown his heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Edwin Brown

(SEAL.)

Adelaide Brown

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 16 day of August, A. D. 1894, before me John M. Newlin a Notary Public in and for said County and State, came Edwin Brown and Adelaide Brown

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 April 28 1895

Recorded Aug 27 A. D. 1894, at 3<sup>50</sup> o'clock P. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument  
The note herein described having been paid in full, this Mortgage is hereby released, and the lien hereby created discharged.  
As witness my hand, this 10th day of June, A. D. 1897  
E. J. Parker

Recorded June 11th 1897  
James Brooks  
Register of Deeds

