

This Indenture, Made this 15 day of September in the year of our Lord one thousand eight hundred and ninety four between J. Ira Brown Midover of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Libbie T. Sprague of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Seven Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: Lot forty two (42) and forty four (44) Kentucky Street in the City of Lawrence

with all the appurtenances, and all the estate, title, and interest of the said party 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 Seven Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said J. Ira Brown to the said party of the second part: payable Ten (10) years from date at The Lawrence National Bank of Lawrence Kan.

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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said J. Ira Brown 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

Alfred Whitman

J. Ira Brown

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15 day of September, A. D. 1894, before me, Alfred Whitman, a Notary Public in and for said County and State, came J. Ira Brown Midover

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 January 17 1895

Recorded Sept 15 A. D. 1894 at 3 o'clock P M.

Alfred Whitman

Notary Public.

James B. Cook

Register of Deeds.

The following is endorsed on the original instrument:
The note herewith being having been paid in full this mortgage is hereby released and the lien thereby created discharged as witness my hand this 23rd day of July A.D. 1895.

Libbie T. Sprague

Alfred Whitman

Recorded Oct. 25-1894, G. W. Newman
at 12 O'clock P.M.
My Comm. Expires Jan 17-1895

