

This Indenture, Made this Twentyeth day of February in the year of our Lord one thousand eight hundred and ninety five between Joseph F. Brownell and Mary A. Brownell (wife) of Laurine in the County of Douglas and State of Kansas of the first part, and Merchants Loan & Savings Bank of the second part,

Witnesseth, That the said part III 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 their 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 West Half (1/2) of Block No. Thirty One (31) in West Laurine

with all the appurtenances, and all the estate, title and interest of the said part II of the first part therein. And the said Joseph F. Brownell and Mary A. Brownell (wife) do hereby covenant and agree that at the delivery hereof they are the lawful owner^s 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 (\$400) according to the terms of One certain First Mortgage Note this day executed and delivered by the said Joseph F. Brownell and Mary A. Brownell to the said party of the second part:

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 their 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 their 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 Joseph F. Brownell and Mary A. Brownell their heirs and assigns.

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

Signed and delivered in presence of

J. R. Kenyon
Frank Pardee

Joseph F. Brownell (SEAL.)
Mary A. Brownell (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20 day of February, A. D. 1895, before me, J. R. Kenyon, a Notary Public in and for said County and State, came Joseph F. and Mary A. Brownell (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.

commission expires May 29th 1896
Recorded Feb 20 A. D. 1895 at 3¹⁰ o'clock P. M.

J. R. Kenyon Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full,
this mortgage is hereby released, and the law thereby
created, discharged. As witness my hand, this 14th day
of April A. D. 1895, and official seal of Bank
Merchants Loan & Savings Bank,
by M. Newmark - President -

Recorded April 14th 1895 -
J. R. Kenyon
Register of Deeds,
City of Lawrence, Kan.

