

This Indenture, Made this Thirtieth day of March in the year of our Lord one thousand eight hundred and ninety four between John I. Brooke and Emma K. Brooke wife of Leecompton in the County of Douglas and State of Kansas of the first part, and C. E. Engle of the second part,

Witnesseth, That the said part II of the first part in consideration of the sum of 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 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: The East Two thirds of Lots Fifty, one (51) Fifty two (52) Fifty three (53) Fifty four (54) Fifty five (55) and Fifty six (56) Block Twenty (20) City of Leecompton according to recorded Platte thirty

with all the appurtenances, and all the estate, title and interest of the said part II of the first part therein. And the said John I. Brooke and Emma K. Brooke do hereby covenant and agree that at the delivery hereof they are 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 Five hundred Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said John I. Brooke and Emma K. Brooke 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 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 John I. Brooke heirs and assigns.

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

Signed and delivered in presence of

J. I. Brooke (SEAL.)
Emma K. Brooke (SEAL.)
____ (SEAL.)
____ (SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 15 day of March, A. D. 1894, before me, J. N. Bonbrake, a Notary Public in and for said County and State, came J. I. Brooke and Emma K. Brooke his wife 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 Jan 11 1896
Recorded March 19 A. D. 1894 at 7 o'clock P M.

J. N. Bonbrake Notary Public.
James Brooks Register of Deeds.

*The following is indorsement on original instrument
The note herein described having been paid in full this mortgage
is hereby released and the said hereby created discharged
As witness my hand this 20th day of March A. D. 1900.
C. E. Engle
Recorded March 21st 1900
J. H. Foxman Register of Deeds*

