

This Indenture, Made this fifteenth day of June in the year of our Lord one thousand eight hundred and ninety five between Louise Brooker of Laurance in the County of Douglas and State of Kansas of the first part, and Guy Bennett of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three thousand DOLLARS, to her 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: The South Half (6.7) of Lot Number Sixty Two (6.2) on Massachusetts 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 Louise Brooker do hereby covenant and agree that at the delivery hereof she 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 Three thousand dollars according to the terms of three certain promissory notes this day executed and delivered by the said Louise Brooker to the said party of the second part Guy Bennett, his heirs or assigns. And the party of the first part hereby agree to keep said premises insured in some responsible insurance company in the sum of \$7500.00 for the benefit of party of second part in case of loss 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 Louise Brooker her heirs and assigns.

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

Signed and delivered in presence of

Louise Brooker (SEAL.)

Norman Brooker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 6<sup>th</sup> day of July, A. D. 1895, before me, Louise Brooker and Norman Brooker her husband a Notary Public in and for said County and State, came Louise Brooker and Norman Brooker her husband 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 July 11 1895 E. E. Hopkins Notary Public.  
Recorded July 8 A. D. 1895 at 11 o'clock AM.

James Brook Register of Deeds.

The following is endorsed on the original instrument:  
 The not herein described having been paid in full, this mortgage is hereby released,  
 and the lien thereby created is discharged. At witness my hand, this 18<sup>th</sup> day of July, A.D. 1900.  
 Guy Bennett  
 per H. S. Moore his atty. in fact  
 Recorded July 18, 1900  
 E. E. Hopkins Register of Deeds  
 By Will B. Copman, Deputy.