

This Indenture, Made this 5th day of August in the year of our Lord one thousand eight hundred and ninety five between James B. Thearer and Maud Thearer, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Paul R. Brooks of Lawrence Kansas of the second part,

Witnesseth, That the said parties 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 South Half of Lot No. Seventy Four (74) on Massachusetts Street, the South Half of Lot No. Seventy five (75) on Massachusetts Street, and the North Half of Lot No. Seventy six (76) on Massachusetts Street, all in the City of Lawrence and said parties of the first part agree that they will keep the building erected on said lots insured to the amount of Dollars in some responsible insurance company for the benefit of the party of the second part and assigns, who shall have possession of all policies of insurance and renewal receipts, and in default thereof said party of the second part may effect said insurance, and charge the same to said parties of the first part the amount said therefor shall draw interest at the rate of ten percent per annum and may be collected in the same manner as the principal debt secured by the mortgage with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of ten certain notes this day executed and delivered by the said parties of the first part to the said party of the second part: said notes being for Fifty Dollars each

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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Maud Thearer (SEAL)
James B. Thearer (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5th day of August, A. D. 1895, before me, L. J. Steele, a Notary Public in and for said County and State, came J. B. Thearer and Maud Thearer his 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.

My commission expires January 1st 1896. L. J. Steele
Recorded Aug 17 A. D. 1895 at 11 o'clock P. M. 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 said parties are discharged. As witness my hand, this January day of 11th A. D. 1900.
L. J. Steele
Attest L. J. Steele

Recorded January 22, 1900.

L. J. Steele
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 said parties are discharged. As witness my hand, this January day of 11th A. D. 1900.
 L. J. Steele
Attest L. J. Steele
 Recorded January 22, 1900.
 L. J. Steele
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 said parties are discharged. As witness my hand, this January day of 11th A. D. 1900.
 L. J. Steele
Attest L. J. Steele
 Recorded January 22, 1900.
 L. J. Steele
Register of Deeds.