JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 5th day of August in the year of our Lord one thousand eight hundred and ninety five between James B. Shearer and Maud Shearer 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 Thousand 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 buildings 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 and the amount paid therefor shall draw interest at the rate of ten per cent per annum and may be collected in the same manner as the principal debt secured by this 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 owners 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 Thousand Dollars according to the terms of one certain mortgage this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest from date of maturity or default, as evidenced by coupons attached to said note, and interest from maturity or default in the payment of interest, until fully paid, at the rate of ten per cent per annum. 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 therefor, 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 Shearer (SEAL.)
James B Shearer (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 3 day of August, A. D. 1895, before me, L. A. Steele a Notary Public in and for said County and State, came J. B. Shearer and Maud Shearer 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.

L. A. Steele
Notary Public.

My commission expires June 18 1898.
Recorded Aug 17 A. D. 1895. at 1:45 o'clock P. M.

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 lien thereof cancelled, discharged. As witness my hand, this January day of 19th A. D. 1900.
L. A. McFarlin
Attest:
A. H. Childs
Recorded January 22 1900.
W. H. Lohmann Register of Deeds
By Lillie B. Lohmann, Deputy.

For value received I hereby assign the within mortgage with all my rights and liens to L. A. McFarlin.
Paul R. Brooks.
State of Kansas } SS.
County of Douglas }
Be it remembered, that on this 19th day of September A.D. 1895, before me, a Notary Public in and for said County and State, came Paul R. Brooks, 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.
L. A. Steele
Notary Public.
My commission expires June 18 1898.
Recorded January 22 1900.
W. H. Lohmann Register of Deeds.
By Lillie B. Lohmann Deputy.