

This Indenture, Made this seventh day of September in the year of our Lord one thousand eight hundred and ninety five between James H. Brown and Maria Brown his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and N. H. Purr of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Two 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 him 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 One half (1/2) here of the South West Quarter (1/4) of the South East Quarter (1/4) of Addition number seven (7) in that part of the City of Lawrence known as North Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 indefensible 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 Two Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the First Part to the said party of the second part: Payable two years after date to order of party of second part at the Merchants Nat Bank Lawrence Kansas.

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 him 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 him 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 part 1st of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Jennie Matt James H. Brown (SEAL)
Maria Brown (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7 day of Sept, A. D. 1895, before me, N. H. Sears, a Notary Public in and for said County and State, came James H. Brown and Maria Brown 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 20 1897
Recorded Sept 7 A. D. 1895 at 7 o'clock P M.

N. H. Sears Notary Public.
James Brooks Register of Deeds

The following is indented on the original instrument of the note herein described having been paid in full this mortgage is hereby released and the lien hereby created is charged as herein set forth and this 29th day of July 20th A.D. 1897 J. H. McQuinn, Executor of the Estate of Mary H. Purr High Blair W. H. Hornum, Register of Deeds Recorded Sept 6th 1898.