

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Twenty fourth day of January in the year of our Lord one thousand eight hundred and ninety six between Peter Brubaker and Elizabeth Brubaker wife of Mellow Springs in the County of Douglas and State of Kansas of the first part, and William Newlin of the second part,

Witnesseth. That the said parties of the first part in consideration of the sum of six hundred DOLLARS, to them 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 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 Twenty (20) Acres of the South half (1/2) of North West quarter (1/4) Section fifteen (15) Township fourteen (14) Range thirteen (13)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Peter Brubaker and Elizabeth Brubaker 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

This grant is intended as a Mortgage to secure the payment of the sum of six hundred Dollars according to the terms of One certain Note & three Coupons this day executed and delivered by the said Peter Brubaker and Elizabeth Brubaker 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 the executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the party of the second part 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 Peter Brubaker 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

John M. NewlinPeter Brubaker (SEAL.)Elizabeth Brubaker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 26 day of March, A. D. 1896, before me, John M. Newlin a Notary Public in and for said County and State, came Peter Brubaker and Elizabeth Brubaker 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 April 28 1897Recorded June 12 A. D. 1896 at 3 o'clock P. M.John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

This following is indexed on do original instrument
The state having described having been paid in full this Mortgage
is hereby released and the two sides, printed & changed.

As witness my hand this 25th day of January 1901
William Newlin

Recorded March 23rd 1901
J. B. Foxman, Register of Deeds



The following is indexed on do original instrument
The state having described having been paid in full this Mortgage
is hereby released and the two sides, printed & changed.