

Recorded Sept 10th 1897 at 1²⁰ o'clock P.M.

James Brooks
Register of Deeds

The following was indorsed on the original instrument
In consideration of full payment of the within mortgage,
I hereby release the same this 2nd day of Sept 1898

Anelia H. Stewart

This Indenture, Made this Twenty Sixth day of August in the year of our Lord one thousand eight hundred and ninety seven, Between Geo C. Brooks, & Harriet A. Brooks, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Anelia H. Stewart of North Lawrence, Kansas of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of One hundred and forty Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does 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:

Lot Number One hundred and seven (107) on Pennsylvania Street in the City of Lawrence, Kansas, House 1143, with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 he will warrant and defend the same against all claims whatsoever.

This Grant is intended as a mortgage to secure the payment of the sum of One hundred and forty (\$140.00) Dollars due and payable in one year from date thereof with interest thereon at ten percent per annum, according to the terms of one certain promissory note this day executed and delivered by said Geo C. Brooks & Harriet A. his wife to the said party of the second part; and this conveyance shall be void if such payment be made as in said note and in this instrument is specified.

And the said party of the first part hereby agree to pay all taxes & assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the party of the second part or her assigns, in the sum of Four hundred (\$400) Dollars in an insurance company agreeable to party of second part, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon and effect such insurance at the expense of said party of first part and such taxes, penalties, costs and insurance, shall from the date of payment be an ad-

Recorded, Sep 3rd 1898

W. N. Swanson