

This Indenture, Made this first day of August A. D. 1891, between  
W. H. Brooks (unmarried)  
 of Douglas County, in the State of Kansas of the first part, and  
C. M. Brooke  
 of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part of of the first part, in consideration of the sum of  
Six hundred AND 00/100 DOLLARS,  
 the receipt of which is hereby acknowledged, do es by these presents, grant, bargain, sell and convey unto said part of of  
 the second part, his heirs and assigns, all the following described REAL ESTATE, situated in  
 Douglas County, and State of Kansas, to-wit:—

Lots numbered eleven (11) Twelve (12) Thirteen (13) Fourteen (14) Fifteen  
(15) and Sixteen (16) in Block numbered Thirty eight (38) in the  
City of Reempton according to the recorded plat thereof.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and  
 appurtenances thereunto belonging, or in anywise appertaining, forever:—

Provided, Always, And these presents are upon this expressed condition, that whereas said

W. H. Brooks  
 ha s this day executed and delivered One certain promissory note in writing to said part of of the second part,  
 of which the following is a cop of: \$600<sup>00</sup> Reempton Kan. Aug 1<sup>st</sup> 1901  
Five years after date I promise to pay to the order of C. M. Brooke,  
Six hundred and 00/100 Dollars, for value received, with interest at the  
rate of six per cent per annum from date and if the interest be not  
paid annually to become as principal and bear eight percent rate of  
interest. This note is negotiable and payable without deduction or  
discount, and without any relief or benefit whatever from stay, valuation  
appraisement or homestead exemption laws. W. H. Brooks

Now, If said part of of the first part shall pay or cause to be paid to said part of of the second part, his heirs  
 or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the  
 terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force  
 and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due,  
 and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part  
 thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon,  
 shall, and by these presents become due and payable, and said part of of the second part shall be entitled to the possession of  
 said premises.

In Witness Whereof, The said part of of the first part ha s hereunto set his hand  
 the day and year first above written.

W. H. Brooks

STATE OF KANSAS, } SS:  
Douglas County,

Be it Remembered, That on this 1<sup>st</sup> day of August A. D. 1891, before me the  
 undersigned, a Notary Public in and for the County and State aforesaid, came

W. H. Brooks (unmarried)

who is personally known to me to be the same person who executed the within instru-  
 ment of writing, and such person has duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my Notarial  
 Seal, the day and year last above written.

H. M. Spangler Notary Public

Term expires Sept 17 1892

Recorded Aug 22 A. D. 1891, at 11 o'clock A. M.

H. M. Spangler Register of Deeds

In consideration of full pay-  
 ment of the within mortgage,  
 I hereby release the same this  
31<sup>st</sup> day of Decr 1901  
C. M. Brooke

Attest: Allice M. Spangler  
Deputy Register of Deeds

