

This Indenture, Made this Fifteenth day of December in the year of our Lord one thousand eight hundred and ninety six between N. N. Brown Sr, a single man of Lawrence in the County of Douglas and State of Kansas of the first part, and J. M. McNale of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred and 70 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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:

Sot Number Sixty Nine (69) and the South twelve and one one half (12 1/2) feet of Sot Seventy three (73) on Massachusetts Street in that part of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said N. N. Brown Sr, do sell 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.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said N. N. Brown Sr, to the said party of the second part: And payable in five years from date with interest at 8 percent per annum payable annually

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 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 N. N. Brown Sr, or to his heirs and assigns.

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

signed and delivered in presence of

N. N. Brown Sr, (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 15th day of December, A. D. 1896, before me, W. H. Sears, a Notary Public in and for said County and State, came N. N. Brown Sr, 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.

My commission expires January 20, 1897
Recorded Jan 14 A. D. 1897, at 2:55 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is inclosed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the line thereby created is changed
as witness my hand this 17th day of December A.D. 1897
Attorney at Law

Recorded Nov 15th 1899

Assigned See Book 33 Page 120

