

This Indenture, Made this 18 day of January in the year of our Lord one thousand eight hundred and ninety eight between Charles A. Rocklund & Mary Rocklund his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and A. W. Brooks of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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, 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: Lot number One hundred and eighty four (184) on Massachusetts street, Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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 thousand 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 five years after date to order of party of second part with interest at 6% from date payable semi-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 parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Nugh Blair

C. A. Rocklund

Mary Rocklund

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 18 day of January, A. D. 1897, before me, Nugh Blair, a Notary Public in and for said County and State, came Charles A. Rocklund & Mary Rocklund 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 28th Dec. 1897 Nugh Blair
Recorded Jan 20 A. D. 1897, at 4th o'clock P.M.

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument.
The note herein described having been paid in full this mortgage is hereby released and the same hereby created discharges.
As Witness My hand this 7th day of December A.D. 1907.
Attest: Estelle B. Conkle.
C. C. Conkle.

Assigned see Book 35, Page 64.

Recorded Dec 11th 1907.
A. W. Armstrong.
Register of Deeds.