

This Indenture, Made this Fourth day of December in the year of our Lord one thousand eight hundred and ninety five between Cora Brooks and W.W. Brooks (husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. Barker of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifty 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 Eighty Nine (89) New Jersey Street in Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Cora Brooks and W.W. Brooks 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.

Insured in favor of the mortgage in the sum of Three hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars according to the terms of one certain note this day executed and delivered by the said Cora Brooks and W.W. Brooks to the said party of the second part: his heirs and 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 therefor, 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 Cora Brooks, her heirs and assigns.

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

Signed and delivered in presence of

W.E. Brelsford

Cora Brooks (SEAL)

W.W. Brooks (SEAL)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 4th day of December, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Cora Brooks and W.W. Brooks 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 25, 1899 John M. Newlin Notary Public.

Recorded Sept 4 A. D. 1897, at 3:30 o'clock P. M.

James Brooks
Register of Deeds

The following is in accordance with the Original Instrument
In consideration of full payment of the within mortgage
I hereby release the same the 4th day of September 1897.
E. Barker

Recorded Sept 4, 1897.

By James Brooks
James Brooks Deputy Register of Deeds